Mayo Co. No. 30-A
Rec'd 2033

and Letter unto the said Adolphus Smith the said Mortgage Bond
or Obligation and the Money or Amount secured and thereby
thereupon due and owing and which may become due thereon and
to Ask Require and Demand of and from the same and every part
thereof and the said Mortgage Bond or Obligation for the Recovery
thereof hath made Constituted and Appointed and by these
presents doth make Constitute and Appoint the said Adolphus
Smith his Executor and Administrator his true and Lawfull
Attorney and Attorneys Irrevocable for him and in his name
and on the Name and Names of his Executor & Administrator
but for the Sole and proper use and benefit of the said Adolphus
Smith his Executor and Administrator to ask Require Demand
and Receive of the said Adam Lobb his heirs Executor and
Administrator the Money due and to become due thereupon
Mortgage Bond or Obligation and on payment thereof
to the said Adolphus Smith his Executor & Administrator
to Sue for and have the same and any part thereof
Deborah the said Mortgage Bond or Obligation and grant
Release and Discharge thereof and every part
Attorney or Attorneys under him to Constitute and substitute
the said Adolphus Smith or his Attorney or Attorneys
hereby Full Power to in the premises the said Company
Hereby giving and granting unto the said Attorney or Attorneys
and Every of them Full Power and Authority to do and perform
all and Every act and thing whatsoever requisite and necessary
to be done in and about the premises as fully to all intents
and purposes as the said Company might do if personally present
and hereby ratifying and confirming all and whatsoever his said
Attorney or Attorneys shall lawfully do or cause to be done
by virtue of these presents In Witness whereof the said Company
hath caused its Common Seal to be hereunto affixed this
Day of in the year of our Lord One Thousand
Eight Hundred and

VOL. 30 PART 11

said Adolphus Smith that he the said Irovangada Ramanazapillah hath not Received nor will Receive the said Money Due or Owing Due on the said Mortgage Bond or Obligation or any part thereof neither shall or will Release or Discharge the same or any part thereof but will own and Allow of all Lawfull proceedings for Recovery thereof by the said Adolphus Smith against the said Irovangada Ramanazapillah hereafter as and from any Cost that may happen to him thereby And Whereupon the said Irovangada Ramanazapillah hath hereunto Set his Hand and Seal in Madras Aforesaid this third Day of April in the Year of Our Lord One Thousand Seven Hundred and Eighty

Signed Sealed and delivered
in the presence of
Thomas Clayton Jnr
Mr Bathurst

Irovangada Ramanazapillah (L.S.)

Whereas Stamp Paper is to be Used in this Province only

Atty for Complt. John Sykes

Filed this 4th Apl 1779.

Mayors Courtat Madraspatnam

Present
Edward John Holland Esqr. Mayor
and Thomas Caspers
Aldermen

Between Irovangada Ramanazapillah

Secretary to the Mayors Court
Anno Domini 1780

of Madras Merchant by his Attorney
Adolphus Smith of the same
place Inhabitant Complainant
and Town Pillay also of Madras
Inhabitant Defendant

It Appearing by the Records of this Court that the usual Rules have issued for the Defendant to Answer the Complainants Bill which he has Neglected doing 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 Thirty four Pagodas & Pags 133 as together with all such Interest as now is or shall hereafter become due thereon until full payment be made also all Costs of this Suit

To the Worshipful the Mayor
Court at Madraspatnam

Between Alexander Bengal by his Attorney
David Hutchinson Complainant
and
Pallatatta Murray Defendant

The Humble Petition of Complainant
Sworn Merchant by his Atty Signed Sealed & Delivered
of Madras Merchant

(987)

164 (950)

Sheweth

That the said Complainant by his said Attorney sometime over about the thirty first day of March in this present Year of Our Lord One Thousand Seven Hundred and Seventy Nine file a Bill of Complaint against the said Defendant for the Sum Two Hundred and Forty two Pagodas or thereabouts thereon Settl that the said Defendant had for the Security of the payment of said Sum Mortgaged unto the said Complainant a Certain P Called the Rangonyloo upon which said Bill of Complaint Petitioner sheweth that a Summons did issue for the said D to Appear on the Sixth day of this present Month of April wh said Summons being there on the aforesaid day Returned n to be found, a Warrant of Sequestration was prayed for and co was Granted upon the Complainants said Attorney taking to the Surveys of the Complainants demand, and your Petitio Sheweth that the said Warrant of Sequestration being directed the Sheriff of Madraspatnam aforesaid he the said Sheriff by directions of the Complainants said Attorney entered upon the property of the said Defendant Pallatheller Mannedy and in that Thereof take Possession and Now a Certain Pysall ves lying in Madras Road the Property of Estate Maley called Moultajane Nanee and freighted by Limas Gnes Ellis or o morsally and at large Appears by a Translation of a Certificate and Passport under the Hands of Peter Braas the Chief of the Factory at Jaggarnaickpooram towards Pannani for the Loa

and Mightiness the States General of the United Netherlands with her Highness the Prince of Orange and Nassau Stadtholder Captain and Admiral General of the Republick and to let them pass and Repass without Molestation giving all aid and Assistance in the like Manner as if the same should happen to us

Jaggarnaickpooram the 15th of September Ao 1779

P. Braas

Henry Dudley
Attorney Petitioner

15th Oct. 1779
Hy Holt
D Hick

To the Worshipful the Mayors Court at Madraspatnam

Between Alexander Pringle by his Attorney David Hallyburton in Complainant

and Pallatheller Mannedy in Defendant

The Answer of Alexander Pringle by his Attorney David Hallyburton to the Petition of Pope Comaty Indabadoo of Jaggarnaickpooram Merchant by his Attorney Seymond Chitty Sawbagah of Madras Merchant

This Respondent by his Attorney admits that he did by his said Attorney about the Sixth Day of March last Exhibit a Bill of Complaint in this Worth Court against

the above named Defendants for the Sum of Four Hundred and fo
two Pagodas, Twenty three fanams and did therein & forth that
Defendants for Securing the Payment of the said Sum did Mo
unto the Respondent a Certain Usufell Nagamaycoe and the
Respondent admits that thereupon a Summons was Issued
this Honble Court for the Defendant to Appear on the 26th
of April last and which said Summons was on the Appear
Day returned Endorsed Not to be found and the Respond
by his said Attorney having made Oath to the Truth of the
Demand and on a Motion being Made to that purpose the
Honble Court were pleased on the 26th day of April last Upon
to the said Motion to grant a Warrant of Sequestration to
the Goods and Chattles of the said Defendant which being
to the Sheriff he the said Sheriff did by Virtue thereof Se
Sequester the said Usufell called Nagamaycoe the property
the Defendant and which being Mortgaged to the Respond
as afforth in the Respondent said Bill of Complaint the
Respondent therefore drags the said Sloop to the Respond
Cottally Moorlade in the Jurisdiction Annexed to his Petition
the said Usufell called the Nagamaycoe Mortgaged by the
Defendant to the Respondent for the said Respondent Appre
Sloop Called the Nonsatsjonne Dance and which was Jud
to the said Petitioner by Cottally Moorlade and this Respo
in Order to Afford the true Merits of the Case as are alle

of this Honble Court the Original Answer in the Dutch Language
is on your Petitioners said Attorneys Possession and Ready to
be produced when duly Required Wherefore and your Peti
sheweth that the Right of Possession being on your Petitioner
by Virtue of the same being freighted to him and the same being
freighted to him and the same being Actually on the Possession of
Your Petitioner at the time the said Usufell was seized the same
belonging in no wise to the said Defendant Your Petitioner
therefore humbly conceives that the said Seizure was very illegal
and Unwarranted and that the said Sheriff and the Complainant
as well as Your said Attorney are liable to pay and make good
unto your Petitioner all Loss and Damages which may
any way arise to him by Illegal and Unjust Seizure
Your Petitioner therefore Humbly
implores the Aid and Assistance of
this Honble Court in the premises
and prays that this Honble Court
will Order the Sheriff to take off
the Seals from the said Usufell
and order your Petitioner to be
Restored to the Possession thereof
And that the said Complainant
may be further Order to pay unto
Your Petitioner all Costs & Charges
of

of this Petition and to make [illegible]
Your Petitioner all [illegible]
he has or may sustain by [illegible]
the said Signor and to give [illegible]
Petitioner such other and [illegible]
Office in the premises as to the
shall seem Meet

Henry Pitt Key

Peter Barns [illegible] the Dutch Factory
at Jaggernaick for [illegible] that the Vessell Called the
Strathspey Master in burthen from Stem to Stern 42 Feet
Keell on the Keild 30 Feet on breadth 10 Feet 6 Inches
of Colalee Mitchey a Native Armed with 12 Hands fought
and taken with Cash by Burfor Cuttamalabon Merchant
and Inhabitant of this Place who prepare the Cash and
forthwith for his Account and Risk to Bengall under the
Charge of Pandee Pillay Agency and Land Pyramidal Ship
or Instrument of Seafaring and having no Means to
but willing to grant the same & therefore Requested
former high or low Sounds and

(992)

165

Right as proffered to this Honble Court begs leave to insert the
following Particulars that the said Sloop Called the Bagamay
was Mortgaged to one Mr Burton for Five years on
Account of a Certain Ballance due to him from the said
Defendant and that on Mr Burton going to England he
assigned the said Mortgage on the said Sloop to this
Respondent that on the Return of the said Sloop from
Bengall the said Defendant went to this Respondent
and gave him a Written Agreement engaging to pay the
Amount of the said Mortgage at the Expiration of Two
Months and that in Case of failure in his said Agreement that
this Respondent was then at Liberty to Sell the said Sloop
at Publick Outcry and to pay himself out of the Money
that might arise on the said Sale of the said Sloop and that
at the Expiration of the said Two Months this Respondent
applied to the said Defendant to discharge his said Agreement
which the said Defendant not doing this Respondent sent
the said Agreement with Instruction to Mr Freeman
who was then at Orissa to Dispose of the said Sloop at
Outcry and to receive the Ballance which was due on the
said Agreement out of the Money that might arise from
the Sale of the said Sloop that Accordingly Mr Freeman
Advertized the said Sloop for Sale but there not Appearing
to be any Offer she was bought in again but some time after
one of this Respondents Comerades Named Tobab Sobich

an Inhabitant of Cottage gave the said Sloop to the Petitio
produce from thence on a Voyage to Bengal and took a B
the said Petitioner on the Name of their Respondents for the
which Remained after having Deducted the Seamen Pay
Batta &c. Charges out of the Freights of the said Voyage
time after the said Petitioner paid the Amount of the
Bond to their Respondent by Means of a Mr. Cunniffe
then at Ingeram and that after the Arrival of the said
from Bengal the said Petitioner not having paid the
that was due on her Voyage from Bengal nor the Fre
that was due on there other Voyages from Madras
and from Bengal to Madras again, And That
Respondent were that the said Sloop or called The
Scales and that she is the Property of the said Defendants
that the Name of Her Late Owner which is proved by
the said Petitioner could receive from the Respondents Go
who built the said Sloop to the said Petitioner as before
and Knowing the Name of the said Sloop as appears by
Copy of a Translation of a Certificate Granted and
prayed by the Respondent to be taken as part of their
Their Respondent therefore prays that the Seizure of
said Sloop may not be Superseded and that the Sloop
Seals may not be taken off her but that she may be Del
and towards the full Payment of the Respondents said
and Equitable Demands the

the neat Proceeds of the said Sale may be paid to their Respondent for
and towards the Satisfaction of his said Demand and that the
Petitioners said Petition may be Dismissed with Compleatory Costs.

Bosheere
Atty for Respondent

Translation of a Certificate in the Gentoo
Language Drawn under the Seizure of Masulipatanam Merchants
about the Difference of a Sloop Mangamayeedoo Sprang Pilate Mulcah
belonging to Palamboottalloo Maumudy which Now bore to the Voyage
of Madras from Jagamohapore Dated the 25th June 1779.

Whereas the Above mentioned Sloop Containing
in Length 29 Cubits on Breadth 11 Cubits and 8 more being under the
Mortgage of Mr Bruton for two Years for Ballance to him from
the aforesaid Maumudy at the time Mr Bruton going to England
he having Transfered the said Ballance to Mr Pringle, after which
the said Sloop being under the Assignment of the said Mr Pringle
and she have been Once to the Voyage of Bengall, after her Arrival from
there the said Maumudy having Settled her Accounts with the said
Mr Pringle and then has gave an Agreement as he will pay the
Ballance after two Months time from the Date mentioned thereon
if not should be Paid by means of Detaining the said Sloop in Cottay
For Expiration of the said Limit Mr Pringle sent the said Sloop
consigned to Mr Freeman at Cottage, the said Sloop to Remain
Sloop in Cottay and to Receive the Ballance which is Settled by

the aforesaid Mannudy on which he was prohibited Upon Liquor
all Manner of Persons at Cringa Augaram and Comfolapatam
did put it into Publick Cistern but not any one Person Propose
Sloops North, but nothing like that it is Worth, therefore he have sent
off some time after One of Mr Pringles Gomastah named Lobb
who is at Cringa he have give the said Sloop to Bastien Comala
Merchant of Jagannathpoor for a Voyage from thence to Bengal
took a Bond from him in the Name of Mr Pringle for the
which is Unsaine after Deducting the Sarcars Duty & Balla
Charges Out of the Freight of the said Voyage since Sent
the said Comalanabadoo having paid the Amount of the Bon
Mr Pringles by means of the Hamilton & Sugarman of the
said Sloop Arrived from Bengal the said Comalanabadoo
paid freight of the Voyage from Bengall also he have sent paid
freight of Other three Voyages to for Madras & for Bengal Do
Madras we know that the said Sloop formerly belonging to
Aforementioned Mannudy and the Name of which Curiously
as Pagangeerbo at the time when the said Comalanabadoo
Freighted the said Sloop from Mr Pringles Gomastah & Cor
who then not Knowing or Carefully examining her as Pagang
Called her by the Name of Slow Lutchmee Narrain

This

This Certificate Witnessed as we Answer and

Truth —

Signs of
Dasian Mannuah
Menna Cocaloo
Mocan Nurro
Cokulegudda Lutchumee Narro
Mocati Venaiha
Lumky Narrain

Lenna Lutlanah
Colan Mannuah Syrang of the said
when she was under the Mortgage
of Mr Pringle
Polabutkala Rangayah —

Mora Cotty

Before

Interrogations

To all the Witnesses } 1st Do you know the Parties Petitioner and Respondent in the Title of this Interrogatories Name, If yea How long have you known them or either and which of them Declare

To Pollayah Sytanah Vencayah } 2d Do you or Do you not know any matter touching the Sloop, Boat or Vessell in dispute If yea to what you know have you heard or been informed that the same belong Do you know the Manner by which she is Called whether the Name added to her by the Petitioner is her Name or whether she has any other and what Name whether you ever knew that Name Do you know by whom the said Vessell was and where and by whom Declare the same as you know have you heard or been informed and do believe together the Reasons of such your belief

To Sayprasaupte Lutchamanaiken and Vencatachah } 3d Do you know any Matter or thing touching the Vessell in dispute in this Affair If yea to what doth the same belong Do you know how you heard or how informed whether she was ever Mortgaged to any person and by whom and to whom Do you know whether said Vessell is known by any other and what Name Declare

Lutchamanaiken Do you or Do you not know of the Vessell was or was not at the time of filing the

to the Petitioner and by whom Declare the same as you know have you heard or been informed and do believe together with the Reasons of such your belief

To Ayapah, Batchanah and Ramadoo } 4th Do you know the Owner of the Vessell in Dispute If yea what is his Name what is the Name of the said Vessell and whether she was ever known by any other and what Name was she or was she not freighted to the Petitioner at the time of filing the said Petition and by whom Do you or do you not know if she was Mortgaged to the Respondent at that time or to any other and what person Declare the same as you know have you heard or been informed and do believe together with the Reasons of such your belief

To Jagapah and Vencatachia } 5th What do you know touching the Vessell in Dispute in this Affair Do you know any Matter of her building and by whom was she Built and what was the Name given to her at or after her being Built and whether she was ever known or called by any other and what Name Declare the same as you know have you heard or been informed and do believe together with the Reasons of such your belief

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 matter in Question in this Affair that may tend to the Benefit or Advantage of the Petitioner besides what you have been Interrogated unto If yea Declare the same as you know have heard or do believe together with the Reasons

of such your belief as fully as if you had been thereunto
Interrogated

Mayors Court at Madraspatnam

Between Pope Contavalen
of Sugamuckpooram Merchant
Attorney Sugamuck Chitty
of Madras Merchant Petitioner
Alexander Pringle by his Attorney
David Balderston Respondent

On the Part of the Petitioner

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

Pollayah of Coringa Syrang Aged 35 Years a Witness being produced
Witness on the Affair on the part of the Petitioner was on the 15th Day of
1780 Sworn at the Office of Mr Stephen Popham who is Attorney
Respondent by Candapah my Servant who also left Love & Note of
Name Title and Place of Abode of the said Deponent and Affirmed
the same Day being Sworn and Examined Deposeth as followeth

To the first Interrogatory this Deponent saith, that he doth
the Petitioner Pope Contavalen in this Affair & that
hath so known him Twenty Years or thereabouts

To the second Interrogatory this Deponent saith that he doth
know any Matter touching the property of the Ship Boad or
Vessell in dispute, and that he doth know that the same doth
belong to one Coltauhe Mootiah, and that this Deponent doth know
the Name by which She is called and that the Name Silet Lebar
by the Petitioner is her real Name, and that this Deponent never
knew her go by any other Name and that this Deponent doth
know that the said Vessel was built by the said Coltauhe
Mootiah at Narrapoor and more saith not to this Interrogatory

To the last Interrogatory this Deponent saith, that he acted as
Syrang on the said Vessel two Years and that she was
Mortgaged to the Petitioner in this Affair by Coltauhe Mootiah
the Owner of the said Vessel and more saith not to this
Interrogatories

Pollayah

Witness Deponent

Mayors Courts
Madraspatnam

Between Pope Contavalen
of Sugamuckpooram Merchant by his
Attorney Sugamuck Chitty Standapah
of Madras Merchant Petitioner
and Alexander Pringle by his Attorney
David

David Pattisonson Respondent

On the Part of the Petitioner

Depositions

of Witnesses taken on the Part of the Petitioner before the Examiner in this Court as followeth.

Sytanaik of Coringa but at present of Madras Merchant aged about 50 Years Hereabouts being produced as a Witness in this Affair on the part of the Petitioner was on the 16th Day of March 1780 Signified at the Office of Mr Stephen Popham who is Attorney for the Respondent by Candapah my Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and Afterwards on the same Day being Sworn and Examined Deposeth as followeth

To the first Interrogatory this Deponent saith that he doth know the Petitioner Pedro Condanabadoo in this Affair and that he doth know him about Three Years or Thereabouts but that he does not know the Respondent Alexander Brought in this Affair and more saith not to this or the last Interrogatory

To the second Interrogatory this Deponent saith that he doth know James Mather or Boag touching the Property of the Ship Vizill in dispute and that this Deponent doth know that she doth belong to one Collander Mostuck and that he doth know the Name by which she is called and that the Ship Vizill was Lost by the Petitioners in the West Indies and this Deponent never knew that

the said Vizill was built by the said Collander Mostuck at Narsapoor and more saith not to this or the last Interrogatory

The ⊗ Mark of Sytanaik

Welsh Examiner

Mayors Court at Madraspatnam

Between

Pedro Condanabadoo of Jagernaickporam Merchant by his Attorney Longamah Chitty Linnboyah of Madras Merchant Petitioner and Alexander Brought by his Attorney David Pattisonson Respondent

On the Part of the Petitioner

Depositions

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

Venkayah of Pantacolee but at present of Madras Coolyah Aged 24 Years or Thereabouts being produced as a Witness in this Affair on the part of the Petitioner was on the 15th Day of March 1780 Signified at the Office of Mr Stephen Popham who is Attorney for the Respondent by Candapah my Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and Afterwards on the same Day being Sworn and Examined Deposeth as followeth

To the first Interrogatory this Deponent saith that he doth know the Petitioner Pedro Condanabadoo in this Affair and that he doth so known him Ten Years or Thereabouts but that he does not know Alexander Brought Respondent in this Affair and more saith

2d ... not to this Interrogatory ...

To the Second Interrogatory this Deponent saith that he do
cerns Matter touching the property of the Ships Boat or Ve
dispute, and that this Deponent doth know that the same
belong to one Callandee Mottah and that he doth know h
by which she is called and that the Name Petel to the P
Petitioner is her real Name and that this Deponent never
that she went by any other Name, and that this Deponent
know that the said Vessel was built at Narsapore and
said Callandee Mottah and more saith not to this or the
Interrogatory.—

Melchy)
Examiner

Between Polsa Canakadabadoo
Augamaidsawmy Merchant by Occ
Singanah Chetty Lumbagah of Ma
Merchant Petitioner and Alexander
by his Attorney David Sathasivam
On the part of the Petitione

Depositions of Witnesses taken on this Cause by and
Examiner on this Court as follows

Bangaramgah of Narsapore but at present of Madras Merchant
40 Years or thereabouts being produced as a Witness and
of the Petitioner was on the 16th Day of

Madras Court
Madrasputtanam

xxxxxxx of Mr Stephen Pedraza also Attorney for the Respondent by
defends my Servant who also left Fowls Note of the Vessel Sale and Ac
Abode of the said Deponent and afterwards on the same Day being
ern and Examined Deposeth as followeth —

To the first Interrogatory this Deponent saith that he doth know the
Petitioner Polsa Canakadabadoo in this Affair and that he hath
so known been fifteen Years or thereabouts, but that he does not
know the Respondent Alexander Pringle in this Affair — and
more saith not to this Interrogatory —

To the third Interrogatory this Deponent saith that he doth
know of some Matter or thing touching the Vessel or dispute in
this Affair and that the same doth belong to One Cantandee
Mottah, and that this Deponent doth know that she was
Mortgaged by the said Cantandee Mottah to the Petitioner
in this Affair, and that the said Vessel was known by many
other Name than the Shroudalchamanaroo and that this
Deponent doth know that the said Vessel was at that time
of filing the said Petition freighted to the said Petitioner
by the said Cullandee Mottah — and more saith not to this
or the last Interrogatory —

The X Mark of Boganagah

Melchy
Examiner

not to this Interrogatory.—

2do. To the Second Interrogatory this Deponent saith that he do
some Matter touching the property of the Sloop Boat in
dispute, nor that this Deponent doth know that the same
belong to one Callandee Mootiah and that he doth know the
by which she is called and that the Name Voted to be
Petitioner is her real Name and that this Deponent
that she went by any other Name, and that this Deponent
know that the said Vessel was built at Narsapore and
said Callandee Mootiah and more saith not to this
Interrogatory.—

Melchi Examinr

Between Petya Condamaden
Ingamaickpermaun Merchant by Cas
Singanah Chetty Sumbagah of
Merchant Petitioner and Alexander
by his Attorney David Hutchinson

On the part of the Petitioner

Depositions of Witnesses taken on the Coast and Eastern
Examiner in the Court as followeth.—

Banjaranayde of Narsapore but at present of Madras Inhabitant
40 Years or thereabouts being produced as a Witness
of the Petitioner was on the 16th

Madras Coast
Madras Esplanade

xxxxxxxx of Mr. Stephen Popham who is Attorney for the Respondent hy-
dapatie my Servant who also left Fifteen Pieces of the Name Sette and Alaca
Oath of the said Deponent and Afterwards on the same Day being
ern and Concerned Deponth as followeth—

To the first Interrogatory this Deponent saith, that he doth know the
Petitioner Petya Condamabadee in this Affair and that he hath
so known him fifteen Years or thereabouts, but that he does not
know the Respondent Alexander Pringle in this Affair — and
more saith not to this Interrogatory.—

To the third Interrogatory this Deponent saith that he doth
know of some Matter or thing touching the Vessel in dispute in
this Affair and that the same doth belong to One Callandee
Mootiah, and that this Deponent doth know that she was
Mortgaged by the said Callandee Mootiah to the Petitioner
in this Affair, and that the said Vessel was known by any
other Name than the Shree Lutchamanaroo, and that this
Deponent doth know that the said Vessel was at that time
of filing the said Petition freighted to the said Petitioner
by the said Callandee Mootiah — and more saith not to this
or the last Interrogatory.—

The D. Mark of Deponent

Melchi Examinr

Steve Satchanarayan and that she never went by any other Name
and that she was freighted to the Petitioner at the time of filing the
Petition by the said Coutalle Marikah and that this Deponent
knows that the said Vessel was Mortgaged to the Petitioner
and not to the Respondent in this Affair and more saith
not to this or the last Interrogatory.

Sd/- Illegible Examinant

Sd/- D. Mark of Batchanack

Sworn before me at the Mayor's Court at Madraspatnam

Sd/- Illegible

Depositions of Witnesses taken on the Part of the Petitioner
Examined in this Court as followeth.

Batchanack of Pondicherry but at present of Madraspatnam
Merchant aged 20 Years or thereabouts being produced as a Witness
the Petitioner was on the 16th Day of March 1869
Mr Dyson Dyson who is Attorney for the Respondent by Oath
Deponent who also left here a Note of the Name Title and Place of
said Deponent and afterwards on the same Day being sworn
Deposeth as followeth

To the first Interrogatory

the Petitioner Pappa Condanarabdo in this Affair and that he hath
so known been Eleven Years or thereabouts, but that he does not know
the Respondent Alexander Pringle in this Affair and more saith
not to this Interrogatory

To the fourth Interrogatory this Deponent saith that he doth know
the Owner of the Vessel in Question and that his Name is Coutada
Marikah and the Name of the Vessel is Steve Satchanarayen and
that she never went by any other Name and that she was freighted
to the Petitioner at the time of filing the said Petition by the
said Coutalee Marikah and that this Deponent doth know that
she was not Mortgaged to the Respondent in this Affair or
not to this or the last Interrogatory

Sd/- D. Mark of Batchanack

Sd/- Illegible Examinant

Sworn before me at the Mayor's Court at Madraspatnam

Between Pappa Condanarabdo
of Ingrandkopanam Merchant by
his Attorney Sergeant Chitty
Sundayah of Madras Merchant
Petitioner and Alexander Pringle
by his Attorney David Malcolm
the Respondent
On the Part of the Petitioner

Depositions of Witnesses taken on the Part and before
the Examiner in this Court as followeth — Burnaby

(111

Ramakrdoo of Randerondalance but at present of Madras Inhabitant Aged 40 Years
or thereabouts being produced as a Witness on the Part of the Petitioner was
on the 17th Day of March 1780 Signified at the Office of Mr Stephen Popham who
is Attorney for the Respondent by Candapah my Servant who also left here 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 —

4th To ——— To the first Interrogatory this Deponent saith that he doth know the
Petitioner Potyn Comulanabadoo on this Office and that he doth
know him Seventeen Years or thereabouts but that he does not know
the Respondent Alexander Pringle on this Office and more saith
not to this Interrogatory —

5th To ——— To the fourth Interrogatory this Deponent saith that he doth know
the Owner of the Vessel in Dispute and her Name is Condatee Mottah
and the Name of the said Vessel is the Sloop Sultaneen and
that she Never went by any other Name and that she was bought
by the Petitioner at the time of filing the said Petition by the said
Condatee Mottah and that this Deponent doth know the said
Mortgaged to the Petitioner at that time and more saith not to
this or the last Interrogatory

Welch
Examiner

Her Mark of Ramadoo

1774

(112

Mayor's Court at
Madrasapatnam

Between Potyn Comulanadoo
of Sugarnaickporam Merchant by his
Attorney Sangamah Chetty Comulapah
of Madras Merchant Petitioner and
Alexander Pringle by his Attorney
David Robertson Respondent
On the part of the Petitioner

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

Sagapah of Narsapore but at present of Madras Merchant Aged 28 Years
or thereabouts being produced as a Witness on this Office on the part of the
Petitioner was on the 15th Day of March 1780 Signified at the Office of
Mr Stephen Popham who is Attorney for the Respondent by Candapah my
Servant who also left here 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
the Petitioner Potyn Comulanadoo on this Office and that he
doth so known him Eight years or thereabouts but that he does
not know the Respondent Alexander Pringle on this Office
and more saith not to this Interrogatory —

To the fifth Interrogatory this Deponent saith that he doth know
that the Vessell in Dispute was built by one Cottamber Mottah
and that a Pass was given to her after her being built was

(1813)

Mayors Court at Madraspatnam

Between Pope Condanabadoo of Augromaut Servan Merchant by his Attorney Sergeant Chitty Interpreter of Malabar Merchant Petitioner and Alexander Pringle by his Attorney Daniel Hale Junior Respondent

On the Part of the Petitioner

Depositions of Witnesses taken on the Part by and before the Examiner in the Court as follows

Venkatasha of Mangeramma but at present of Madras Merchant aged 20 Years or thereabouts being produced as a Witness on the Affair on the Part of the Petitioner was on the 18th Day of March 1813 Sworn before Me Thomas Isham who is Attorney for the Respondent by Consent as my Assistant to take down the Depositions of Witnesses and to have a Note of the Name Title and Place of Abode of the said Deponent and Afterwards on the same Day being duly Sworn deposeth as follows

Interrogatory

1st Interrogatory Do you know the Petitioner Pope Condanabadoo in this Affair and that he hath so known him for Years or thereabouts - but that he does not know the Respondent Alexander Pringle in this Affair and more saith not to this Interrogatory

2d Interrogatory this Deponent saith that he hath known the said Vessel was freighted by the Petitioner in this Affair and more &c to the Interrogatory

Answer

Welch Examiner

(1813)

Mark of Deponent

Between Pope Condanabadoo of Augromaut Servan Merchant by his Attorney Sergeant Chitty Interpreter of Malabar Merchant Petitioner and Alexander Pringle by his Attorney Daniel Hale Junior Respondent

On the Part of the Petitioner

Depositions of Witnesses taken on the Part by and before the Examiner in the Court as follows

Venkatasha of Mangeramma but at present of Madras Merchant aged 20 Years or thereabouts being produced as a Witness on the Affair on the Part of the Petitioner was on the 18th Day of March 1813 Sworn before Me Thomas Isham who is Attorney for the Respondent by Consent as my Assistant to take down the Depositions of Witnesses and to have a Note of the Name Title and Place of Abode of the said Deponent and Afterwards on the same Day being duly Sworn deposeth as follows

Interrogatory

1st Interrogatory Do you know the Petitioner Pope Condanabadoo in this Affair and that he hath so known him for Years or thereabouts - but that he does not know the Respondent Alexander Pringle in this Affair and more saith not to this Interrogatory

2d Interrogatory this Deponent saith that he hath known the said Vessel was freighted by the Petitioner in this Affair and more &c to the Interrogatory

Answer

Welch Examiner

(1813)

Mark of Deponent

Between Pope Condanabadoo of Augromaut Servan Merchant by his Attorney Sergeant Chitty Interpreter of Malabar Merchant Petitioner and Alexander Pringle by his Attorney Daniel Hale Junior Respondent

On the Part of the Petitioner

Depositions of Witnesses taken on the Part by and before the Examiner in the Court as follows

Venkatasha of Mangeramma but at present of Madras Merchant aged 20 Years or thereabouts being produced as a Witness on the Affair on the Part of the Petitioner was on the 18th Day of March 1813 Sworn before Me Thomas Isham who is Attorney for the Respondent by Consent as my Assistant to take down the Depositions of Witnesses and to have a Note of the Name Title and Place of Abode of the said Deponent and Afterwards on the same Day being duly Sworn deposeth as follows

Interrogatory

1st Interrogatory Do you know the Petitioner Pope Condanabadoo in this Affair and that he hath so known him for Years or thereabouts - but that he does not know the Respondent Alexander Pringle in this Affair and more saith not to this Interrogatory

2d Interrogatory this Deponent saith that he hath known the said Vessel was freighted by the Petitioner in this Affair and more &c to the Interrogatory

Answer

Welch Examiner

(1813)

Mark of Deponent

Between Pope Condanabadoo of Augromaut Servan Merchant by his Attorney Sergeant Chitty Interpreter of Malabar Merchant Petitioner and Alexander Pringle by his Attorney Daniel Hale Junior Respondent

On the Part of the Petitioner

Depositions of Witnesses taken on the Part by and before the Examiner in the Court as follows

Venkatasha of Mangeramma but at present of Madras Merchant aged 20 Years or thereabouts being produced as a Witness on the Affair on the Part of the Petitioner was on the 18th Day of March 1813 Sworn before Me Thomas Isham who is Attorney for the Respondent by Consent as my Assistant to take down the Depositions of Witnesses and to have a Note of the Name Title and Place of Abode of the said Deponent and Afterwards on the same Day being duly Sworn deposeth as follows

Interrogatory

1st Interrogatory Do you know the Petitioner Pope Condanabadoo in this Affair and that he hath so known him for Years or thereabouts - but that he does not know the Respondent Alexander Pringle in this Affair and more saith not to this Interrogatory

2d Interrogatory this Deponent saith that he hath known the said Vessel was freighted by the Petitioner in this Affair and more &c to the Interrogatory

Answer

Welch Examiner

(1813)

Mark of Deponent

(1815)

The Respondents
On the part and behalf of the Petitioner

To all the Witnesses
1st Do you know the parties Petitioner and Respondent in the Title of these Interrogatories named, or either and which of them, and how long have you so known them or either and which of them Declare

To Sobriah Shasha Sonnanah and Gopadoo
2nd Do you know any matter or thing touching the Right or dispute in this Affair If you do answer that the same is or is not Mortgaged to any person or persons and whom to whom do you know whether the said Effect is known by any and what Name that Ann Lakshmanarow do you or do you not know whether she was or was not at the time of filing the said Petition freighted to the Petitioner and by whom Declare

To all the Witnesses
3rd Do you know any other matter or thing or have you heard or can you set forth any thing touching the Matter in Question in this Matter that may tend to the Benefit or Advantage of the Petitioner under what you have been Interrogated unto If yea Declare the same as you know have heard or believe to the with the Reasons of such your belief as fully as if you had been unto particularly Interrogated

Henry Dashwood

Hayes Coombes and Madrasparsaun

176 (1816)

Between Pitya Condambadee of Sugunachetty Merchant by his Attorney Singanah Chetty Sambayah of Madras Merchant Petitioner and Alexander Bungle by his Attorney David Hubbard Respondent On the Part of the Petitioner

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

Sobriah of Middlesex but at present of Madras Lascar Aged 30 years Witness being produced as a Witness on this Affair on the part of the Petitioner on this 6th Day of April 1750 Signified at the Office of Mr Stephens and sworn who is Attorney for the Respondent by Cundapah my Servant who knows who is Attorney for the Respondent by Cundapah my Servant who knows the said Plaintiffs and Defendants Effects and future of Effects of the said Defendant and Defendants Effects and future of Effects of the said Defendant and afterwards on the same Day being sworn and Examined saith and deposeth as followeth

To the first Interrogatory this Deponent saith that he doth know the Petitioner Pitya Condambadee in this Affair and that he hath so known him Eight Years or thereabouts but that he does not know the Respondent Alexander Bungle in this Affair and more saith not to this Interrogatory

To the second Interrogatory this Deponent saith that he doth know of some Matter or thing touching the Effect in dispute in this Affair and that the same doth belong to the Petitioner Herbert and that this Deponent doth know that other sum

Interrogated

Mortgaged by the said Cottandra Moliah to the Petitioner in this
Affair and that the said Lefel is not known by any other Name
than the Stone Lakshamanarow and that she was at the time
of filing the said Petition freighted to the Petitioner by the said
Cavilatee Moliah and more saith not to this or the last Interrogatory

Welch Examiner

Per Ditto

Mayors Court at
Madrastrahaan

Between Pulla Comalambadoo of Ayer
naick formerly Merchant but by his Attorney
Singanaick Chitty Lambaya of Madras
Merchant Petitioner and Alexander Pringle
by his Attorney David Pattiston Respondent
On the part of the Petitioner

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

Shaden of Narsapore but at present of Madras Caurear Aged
about sixty years produced as a Witness in this Affair on the part of the Petitioner
was on the 6th Day of April 1730 Sworn and Examined at the Office of Mr Stephen Popham
Attorney for the Respondent by Interpretation of Welch Esqr
a Note of the Name Title and place of abode of the said Deponent being
made on the said Day being Sworn and Examined saith as followeth

To the first Interrogatory this Deponent saith that he doth know
Petitioner Pulla Comalambadoo in this Affair and that he the said
knows him

(1018)

Respondent Alexander Pringle in this Affair and more saith not to
this Interrogatory

To the Second Interrogatory this Deponent saith that he doth know
of some Matter or thing touching the Lefel in dispute in this Affair
and that the same doth belong to one Cavilatee Moliah and that this
Deponent doth know that she was Mortgaged by the said Cavilatee
Moliah to the Petitioner in this Affair and that the said Lefel
is not known by any other Name than the Stone Lakshamanarow
and that she was at the time of filing the said Petition freighted
to the said Petitioner by the said Cavilatee Moliah and more
saith not to this or the last Interrogatory

Welch Examiner

Per Ditto

Mayors Court at
Madrastrahaan

Between Pulla Comalambadoo of
Sugunaickpetam Merchant by his Attorney
Singanaick Chitty Lambayah of Madras
of Madras Merchant Petitioner and
Alexander Pringle by his Attorney
David Pattiston Respondent

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

Sonnanaick of Narsapore but at present of Madras Caurear Aged
30 Years or thereabouts being produced as a Witness in this Affair on the
part of the Petitioner was on the 6th Day of April 1730 Sworn and Examined at the
Office of Mr Stephen Popham who is Attorney for the Respondent by
Interpretation

bundapah my Servant who also left him a Note of the Name Title and place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as followeth.—

1st.—— To the first Interrogatory this Deponent saith that he doth know the Petitioner Peiapa Comalambaden in this Affair and that he hath so known him Eight Years or thereabouts but he does not know the Respondent Alexander Pringle in this Affair and doth not to this Interrogatory

2d.—— To the Second Interrogatory this Deponent saith that he doth know of no other Matter or thing touching the Estate in dispute in this Affair and that the same doth belong to one Cottanda Mudaly and that this Deponent doth know that the same is mortgaged by the said Cottanda Mudaly to the Petitioner in this Affair and that she is not known by any other Name than the Name of Petchamaneren and that she was at the time of passing the said Petition brought to the Petitioner and more doth not to this or the last Interrogatory

Mudaly
Examined

Before me
Mayors Court at
Madrasapatnam

The Mark of Lingapah

Peiapa Comalambaden

Sworn & Examined by the Mayors Court
Lingapah Chitty Sundrapah & Mudaly
Merchant Petitioner and Thomas Dod
by their Attorney

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

Examination of Narrapore Cot a Peon of Mr Mayors Court aged 40 years or thereabouts being produced as a Witness in this Cause on the part of the Petitioner was on the 6th Day of April 1730 Sworn at the Office of Mr Stephen Popham who is Attorney for the Respondent by Cundapah my Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as followeth.—

To the first Interrogatory this Deponent saith that he doth know the Petitioner Peiapa Comalambaden in this Affair and that he hath so known him Eight Years or thereabouts but he does not know the Respondent Alexander Pringle in this Affair and doth not to this Interrogatory.—

To the Second Interrogatory this Deponent saith that he doth know of no other Matter or thing touching the Estate in dispute in this Affair and that the same doth belong to one Cottanda Mudaly and that this Deponent doth know that the same is Mortgaged by the said Cottanda Mudaly to the Petitioner in this Affair and that she is not known by any other Name than the Name Petchamaneren and that she was at the time of passing the said Petition brought to the Petitioner by the said Cottanda Mudaly and more doth not to this or the last Interrogatory

The Mark of Narrapore

Mudaly Examined

(1019)

bundapah my Servant who also left him a Note of the Name Title and Place of Abode of the said Defendt and afterwards on the same Day being Sworn and Examined Deposeth as followeth —

1st — To the first Interrogatory this Deponent saith that he doth know the Petitioner Peter Constantine in this Affair and that he hath so known him Eight Years or thereabouts but he does not know the Respondent Alexander Pringle in this Affair and saith not to this Interrogatory

2d — To the Second Interrogatory this Deponent saith that he doth know of no Matter or thing touching the Dispute in dispute in this Affair and that she doth belong to one Cottatee Mohabut by the name of Pitchy and that this Deponent doth know that she was Mortgaged by the said Cottatee Mohabut to the Petitioner in this Affair and that she is not known by any other Name than the Name of Pelchamanarre and that she was at the time of the Petition brought to the Petitioner by the said Cottatee Mohabut and more saith not to this or the last Interrogatory

Welch
Examiner

The Mark of Poovel

Mayors Court at Madraspatnam

Between Peter Constantine Plaintiff
and Alexander Pringle Defendant by his Attorney
Sergeant Welch Solicitor for the Plaintiff
Mr Strahan Petitioner and Mr Hunt Solicitor
for the Defendant

178 (1020)

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

Coparabdoo of Narsapore but at present of Madras Sirdar Aged 40 years or thereabouts being produced as a Witness in this Cause on the part of the Petitioner was on the 6th Day of April 1770 Sworn & Examined at the Office of Mr Stephen Peterson who is Attorney for the Respondent by Cundapah my Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as followeth —

To the first Interrogatory this Deponent saith that he doth know the Petitioner Peter Constantine in this Affair and that he doth know him Eight Years or thereabouts but he does not know the Respondent Alexander Pringle in this Affair and saith not to this Interrogatory —

To the Second Interrogatory this Deponent saith that he doth know of no Matter or thing touching the Dispute in dispute in this Affair and that she doth belong to one Cottatee Mohabut by the name of Pitchy and that this Deponent doth know that she was Mortgaged by the said Cottatee Mohabut to the Petitioner in this Affair and that she is not known by any other Name than the Name of Pelchamanarre and that she was at the time of the said Petition brought to the Petitioner by the said Cottatee Mohabut and more saith not to this or the last Interrogatory

The Mark of Coparabdoo

Welch
Examiner

Cundapah my Servant who also left him at Mahe of the Name Title and Place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deponeth as followeth.—

1st. To the first Interrogatory this Deponent saith that he doth know the Petitioner Peliyn Cunhamadoo in this Affair and that he hath so known him Eight Years or thereabouts but he doth not know the Respondent Alexander Pringle in this Affair and cannot speak to this Interrogatory

2nd. To the Second Interrogatory this Deponent saith that he doth not know any Matter or thing touching the Defendt in this Affair and that he doth believe the same to belong to one Cottatee Molick and that this Deponent doth know that she was Married by the said Cottatee Molick to the Petitioner in this Affair and that she is not known by any other Name than the Name of Petchammaroo and that she was at the time of the Petition brought to the Petitioner by the said Cottatee Molick and was married to this or the last Interrogatory

Witness
Examined

The X Mark of Lingoo

Mayors Court at Madraspatnam

Peliyn Pya Cunhamadoo of Triplicane Merchant by the Oath of Lingoo Sworn Interpreted duly sworn Merchant by the Oath of Sandiapah Merchant Petitioner and Alexander Pringle Esqr Defendt in this Cause

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

Cundapah of Narsapore but at present of Madras Linen Aged 40 Years or thereabouts being produced as a Witness in this Cause on the part of the Petitioner was on the 6th Day of April 1790 Sworn at the Office of Mr Stephen Popham who is Attorney for the Respondent by Cundapah my Servant who also left him at Mahe of the Name Title and Place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deponeth as followeth.—

To the first Interrogatory this Deponent saith that he doth know the Petitioner Peliyn Cunhamadoo in this Affair and that he hath so known him Eight Years or thereabouts but he does not know the Respondent Alexander Pringle in this Affair and was not examined to this Interrogatory

To the Second Interrogatory this Deponent saith that he doth know of some Matter or thing touching the Defendt in dispute in this Affair and that the same doth belong to one Cottatee Molick and that this Deponent doth know that she was Married by the said Cottatee Molick to the Petitioner in this Affair and that she is not known by any other Name than the Name Petchammaroo and that she was at the time of Petn the said Petition brought to the Petitioner by the said Cottatee Molick and was married to this or the last Interrogatory

The X Mark of Appoolo

Witness
Examined

(1013)

1780

Copy

Lapsen to Mr. —

Jaggarnaickpoorum the 4th of September A.D. 1778

15th Oct 1778
Mr. Hill
By Ch. —

R. Burn

True Translation from the Original in the Dutch Language by

Henry Lushington

Interpreter

This Paper Writing was shewn to Mr. Anthony Frederick Evandt
at the time of his Examination before me, when in Paper Constantia
of Negapatnam Merchant by his Attorney Jacques de Chilly
Landregt of Madras Merchant & the Petitioner and Plaintiff
Bought by his Attorney David Pattibander & the Respondent
in a certain Cause between the said Respondent for Complain-
ant and Pattabadder Mundy & Defendant after 28th Day
of April Anno Domini 1780

Stat. Peters

Examiner

Petition

Factory at Jaggarnaickpoorum the 4th of September 1778

To the Honble Lieutenancy Warren &c Council of Fort St. George

Depth on the Coast 10 fm on breadth 18 feet the Pagoda
Worley a Native Vessel arrived at this Port on the 2d Inst
with Salt by Burja Constantin Evandt Merchant &
of this place who dies intestate and left his Son
and Heir to Bengal under the Charge of Pandee Lolley &
having Deposited a Deposition & Testament of Deceased
we Beam to Lay but nothing to grant the same Seeing
by all former Letters Letters to our Honord Council
high and Right proper the Petitioner found this Heir
with his Assistants the Town of Cuddalore
Pattabadder Captain and Pandee Lolley
to let him safe and Safe without Bond of the Effects
and Estate in the

Mayor's Court
Madraspatnam

Between Peter Cumlander
of Sagamandaram Merchant
Attorney Sagamah Chitty
of Madras Merchant Plaintiff
Alexander Pringle by his
Power of Attorney Robert
Hyde Esqr. Defendant

On the Part of the Plaintiff

Depositions of Witnesses taken on the Coast of Coromandel
Examined in the Court at Madras

Mr. John Willoughby of Madras Merchant aged 33 Years
a witness being produced on the Part of the Plaintiff
on the 29th Day of April 1820 Sworn & the Office of the Interpreter
who is Attorney for the Defendant by Power of Attorney produced
him a Note of the Names Titles and Places of Abode of the Witnesses
aforesaid on the said Day being Sworn and Examined Deposeth
& Saith

To the first Interrogatory this Deponent saith that he
knows the Plaintiff Peter Cumlander & the Defendant
Alexander Pringle in the Interrogatory named
Namely by the Name and Description of
To the Second Interrogatory this Deponent saith that he
Peter Bauer Esq. Chief of the Danish Settlement
by Corresponding with him & that he
Deponent has had

Dd
2

for Goods agreed by him and that this Deponent has sent Answers
to such Letter and that he has complyed with such Orders by
sending such Goods and that he has received Letters from him the
said Peter Bauer Acknowledging the Receipt of such Goods, and that
this Deponent doth believe from the Style and Manner that the Peter
Bauer now shewn to him at the time of his Examination
and purporting to be a Report on the Danish Language and
signed with the proper hand Writing of the said Peter Bauer
but this Deponent has not seen Peter Instruments of the like
nature from the several Dutch Governors and Chief Ships
in India nor does not know whether the same is an Authenticated
Report and according to the Dutch Customs in India — and
more saith not to this or the last Interrogatory —

Wedeck
Examined

John Willoughby

Mayors Court
Madraspatnam

Between Peter Cumlander
of Sagamandaram Merchant
by his Attorney Sagamah Chitty
Samboopah of Madras Merchant
Plaintiff and Alexander Pringle
by his Attorney Robert Hyde Esqr
Defendant

On the part of the Plaintiff

Depositions of Witnesses taken on the Coast aforesaid before

This Examinate on this Court as followeth ...

Mr. Anthony Frederick Franck of Madras Merchant aged 30 Years or thereabouts being produced as a Witness on this Affair on the part of the Petitioner was on the 28th Day of April 1780 deposited at the Office of Mr. Pelham who is Attorney for the Respondent by Commissioner and Swore left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as follows ...

To the first Interrogatory this Deponent saith that he knows the Petitioner Peter Coombe Malabar and the Respondent Mr. Pringle on this Affair nor the Deponent Proceeded in this Cause - and more saith not to this Interrogatory ...

To the Second Interrogatory this Deponent saith that he knows Peter Bowes late Chief of the Dutch Factory at Negapatam by Corresponding with him but not Especially and that this Deponent has had frequent correspondence with him as Dutch Chief that he has Received Letters from him as Deponent believes that this Deponent has received Orders for Grain required by him that this Deponent has sent Grain to and Letters to him Complied with such Orders by sending such Grain as he has Received Letters from him for and that he has received Letters from him advising the Receipt of such Grain and that this Deponent believes from the aforegoing that the said Peter Bowes was at that the time of his Examination at Negapatam and that he has a Passport as the Dutch Language and that he is Acquainted with the Dutch Language and that this English Paper Writing now produced to him at this the time of his Examination is a true Translation from the Original in the Dutch Language to which this Deponent was before Examined - and more saith not to this or the last Interrogatory ...

Witness Examined

Anthony Frederick Franck

(1018)

Between Alexander Pringle of Manultpatam by his Attorney David Haliburton of Madras Esqr Complainant and Pittabalah Maumdy et Defendant

Interrogatories to be Administered to each Witness as shall be produced and Examined on a Certain Affair now depending and at Issue in the Hon'ble the Mayors Court at Madraspatnam wherein Peter Coombe

(1819)

Cumalanabadoo by his Attorney Singanadi
Chitty Lambayah of Pettahmar and Alias
Pungle by his Attorney David Rabbidoo
is Respondent

On the part and behalf of the Respondent

To all the Witnesses } 1st Do you know the Parties Petitioner and Respondent to
the Suit of these Interrogatories named or either and which of them and
if you how long have you known them or either and which of them
Declare.—

To Andapah Maunnah.
Manna Veeradoo
Veera Narroo
Echelagadoo Sellam Pooro
Mocan Saravia Lenky
Narrain Sannoos
Sattanah Cottanathan
Sarang Pillabuttala
Rangiah.

2d Look upon the Paper Writing now produced and
shown to you at this the time of your Examination
Marked with the Letter A and purporting to be
a Protestation given by you and then and there subscribed
by you or by whom or your Name thereto
to be set and subscribed the same of your own Hand Writing to your
the Hand Writing of the Subscribed at their Names to this Paper
in this cause of the proper hand Writing or mark of such Persons
respectively and did you see them or any or which of them sign
Seal or Execute the same or declare unto you the Deponent
Large According to the best of your Knowledge Remembrance
belief together with the

183 (1820)

To all the Witnesses } 3d Do you know any other Matter or thing or have you heard
or can you set forth any thing touching the matter in Question
in this Cause that may tend to the benefit and advantage of the
Complainant towards what you have been Interrogated or this If
you Declare the same fully and at large as if you have been
thereunto Particularly Interrogated.—

W. H. Bayliss
Atty for Respondent

Translation of a Certificate in the Tamil Language Dewan Hindu the
Signs of Manufacturers Merchants about the Difference of the Ship Mangoory
coobo, Saranga Colah Merchant belonging to Pulandichetty Maunady now
now lies in the Roads of Madras from Negapatam Dated the 25th June 1819

Whereas the above mentioned Ship Pulandichetty Maunady
24 Coots or Bundle 11 Coots and it now being contracted
Mortgage of Mr Brooke for two Years for a Balance due to
him from the above said Maunady at the time Mr Brooke
going to England he having Transferred the said Balance
to Mr Franks after which the said Ship being under the
Management of the said Mr Franks and at the time of
the Voyage of Ranjet after the Vessel from Bengal the said
Maunady having settled his Accounts with the said Mr Franks
and there was your due Payment to be made by the Brokers
after two Months time from the date mentioned Bond

should be paid by means of disposing the said Sloop on Outcry
Coperation of the said hount Mr Pringle sent the said Sprow
to Mr Truman at Cerunga, who work him to dispose the said
on Outcry and to receive the ballance which is outstilled by
Maunady on which he was published them Subjects to the
Manner of Persons at Cerunga Sugaram & Pumpedapellam
did first it unto publick Outcry, But not any one Person
the said Sloop for worth but nothing left them at a work, Therefore
he have not disposed off same soon after one of Mr Pringle
Gomastah named Tolah Seshah who is at Cerunga he
the said Sloop to Butcher Comandar der Merchant of
poor for a Voyage from hence to Bengal, entitled a Bond for
in the Name of Mr Pringle for the Money which is Due
after deducting the Lascars Pay and Butcher Charges
freight of the said Voyage some hour after the said Comdr
having paid the Amount of the Bond to Mr Pringle by
Mr Hamilton at Sugaram after the said Sloop arrived
Bengal the said Comandar has not paid freight of the
from Bengall also he have not paid the freight of other
to for Madras, to for Bengal, & for Madras we know the
Sloop formerly belonging to the Government Marandy and
Name of which Certainly Called at Negapatam at the
the said Comandar

Gomastah at Cerunga who then not knowing Meenaying
her as Rangenayaker Called her by the Name of Ava Lakshmma
Naiker Their Certificate Hedranan as we know and Credit.

Signed

Adaphan Rawanach
Mussa Cacoba
Mocan Darco
Cheulegubba Letchmi Darco
Mocan Cunasha
Sunky Narrain
Sunno Sethanah
Colan Mooramah Servant of the said
when she was under the Mortgage of
Mr Pringle
Pillaibaloo Rangayah

Sworn to be a true Translation of the Annexed Certificate.

Mayor Court at
Madrastrahan

Before me Thomas Pringle
Admitted Attorney
Court Attorney of Madras
Conservator and Protector
Warranty of the same Place
Assistant Register

Depositions of Witnesses taken by Virtue of a Commission issued
out of the Worshipful the Mayors Court at Madrasapatnam and
directed to the Hon.ble Peter Perkins and Thomas Bernard the Com-
missioners therein named for the Examination of Witnesses in a
Certain Affair wherein Patsha Comalamabadoo by his Attorney
Singanna Chitty Sambayah is Petitioner and the above named
Alexander Pringle by his Attorney David Robertson is

On the part and behalf of the

Mama Cocaloo of Masulipatam Inhabitant Aged Fifty Years
thereabouts being produced sworn and Examined on a Interrogatories
and on the Eighteenth Day of January in the year of our Lord One
Seven Hundred and Eighty Seven and Saith

To the first Interrogatory this Deponent saith that he doth
the Respondent Alexander Pringle and hath so known him
Years or thereabouts, and that he does not know the Petitioner P
Comalamabadoo and that he does know the aforesaid Deponent
Polabattabo Mannedy and hath so known him Twenty
or thereabouts and more saith not to this Interrogatory

To the Second Interrogatory this Deponent saith that he
neither Wrote nor Read but that he Perfectly knows what
Writing to a Paper of the same Purport as the one now expo
to him by the Interpreter, he does not know the Hands
Writing of the Three who

(1029)

That he did see all the Witnesses except Addapadoo Mannaah set their
Names or Marks to a Paper which he understood to be to the purport
of the Paper now produced, and that he was afterwards
that Addapadoo Mannaah did sign a Declaration to the same
effect with that now produced, and more saith not to this
Interrogatory

To the third Interrogatory this Deponent saith that he knoweth
not of any other matter or thing neither hath he heard or can
set forth any thing further touching the Matter in Question on this
Cause, that can tend to the Benefit or Advantage of the Complainant
towards what he hath been interrogated with, and more saith
not to this Interrogatory

Sworn before us

John Peter Perkins
Thos. Bernard
} Commissioners

Mayors Court at
Madrasapatnam

Between Alexander Pringle of
Masulipatam, by his Attorney David
Robertson of Madras Esquire Com-
plainant and Polabattabo Mannedy
of the same place Inhabitant Defendt

Depositions of Witnesses taken by Virtue of a Commission issued
out of the Worshipful the Mayors Court at Madrasapatnam and directed to
the Hon.ble Peter Perkins and Thomas Bernard the Commissioners
therein Named for the Examination of Witnesses in a certain Affair

wherein Pelapa Comalambabo by his Attorney Singanah Chitty Sambayah is Petitioner and the above named Alexander Pringle by his Attorney David Haliburton is Respondent

On the part and behalf of the Respondent

Cocalagadda Letchmanarauoo of Masulipatam Inhabitant aged Thirty five Years or thereabouts being produced Sworn and Examined as a Witness in this Affair and on the eighteenth day of January in the Year of Our Lord One Thousand Seven Hundred and eighty Deposeth as follows—

1st To the first Interrogatory this Deponent saith that he doth know the Respondent Alexander Pringle and hath so known him Years or thereabouts, but that he doth not know the Petitioner Comalambabo and that he doth know the above named Pelapalada Mummy and hath so known him Years thereabouts, and more saith not to this Interrogatory—

2d To the Second Interrogatory this Deponent saith that the Paper now produced was signed by Him and that it is in his own proper writing, but that he does not know the hand writing of the Person who signed the Paper that he was Name Order and Seal to the Postscript of the same now produced and more saith not to this Interrogatory—

3d To the third and last Interrogatory this Deponent saith that he knoweth not of any other matter or thing touching the Premises that can be set forth any thing further touching the matter in Question in this Cause that

Complainant towards what he hath been Interrogated with, and more saith not to this Interrogatory—

John Peter Britaun
Thos. Barnard } Commissioners

Mayors Cutchery
Madrasapatnam

Between Alexander Pringle of Masulipatam by his Attorney David Haliburton of Madras Square Complainant and Pelabattalo Mummy of the same place Inhabitant Defendant

Depositions of Witnesses taken by Virtue of a Commission issuing out of the Worshipful Mayors Court at Madrasapatnam directed to John Peter Britaun and Thomas Barnard the Commissioners therein named for the Examination of Witnesses in a Certain Affair wherein Pelapa Comalambabo by his Attorney Singanah Chitty Sambayah is Petitioner and the above mentioned Alexander Pringle by his Attorney David Haliburton is Respondent

On the part and behalf of the Respondent

Koo Lenacha of Masulipatam Inhabitant aged Sixty Years or thereabouts being produced Sworn and examined as a Witness in this affair and on the eighteenth day of January in the year of our Lord One Thousand Seven Hundred and eighty Deposed as follows—

1st To the first Interrogatory this Deponent saith that he doth know the Respondent Alexander Pringle and hath so known him seven

(1027)

Years or thereabouts and that he does not know the Petitioner Pulpa Cand
and that he doth know the above named Defendant Pelatchetty Ma
and that he hath so known him Seven Years or thereabouts and
saith not to this Interrogatory.

2d ..... To the Second Interrogatory this Deponent saith that he did put
mark to a Paper which as it was explained to him was to the purp
this declaration and that it is between Tamil Writing, but that he
acquainted with the Hand writing of the other, but that he saw
Mannah, Moco Sarton, Hanna Pedro, Lanka Vavanna, Pel
sign a Declaration.

3d ..... To the third and Last Interrogatory this Deponent saith that he
not of any matter or thing, matter or whatever can or can afford any
touching the matter or Question in Difference that can tend
Benefit or advantage of the said Defendant towards what he
interrogated with, and more saith not to this Interrogatory

John Peter Barbaut
Geo. Barnard } (Commissioners

His Mark (X) of Moco Sarton

Mayor's Courts at
Madraspatnam

Deponent Alexander Bro
Manufacturer by his Attorney Pe
Pelatchetty of Madras Pulpa Ca
planters and Pelatchetty Mah
Mannay of the same place Def

(1028

18

Depositions of Witnesses taken by Virtue of a Commission issuing
of the Worshipful the Mayor Court at Madraspatnam and directed
to the Said Peter Barbaut and Horace Barnard the Com-
missioners therein named for the Examination of Witnesses re
a Certain Affair wherein Pulpa Candamahanty the Attorney of
Chitty Sambaga is Plaintiff and the aforementioned Alexander
Pringle by his Attorney David Pelatchetty is Defendant

On the part and behalf of the Defendant

Lanka Vavanna of Mantapalam Inhabitant Aged Sixty Years or
reabouts being produced Sworn and Examined on a Witness on the Eighteenth
of January in the Year of our Lord One Thousand Seven Hundred and
Sixty Deposed as follows

To the first Interrogatory this Deponent saith that he doth know
the Defendant Alexander Pringle and that he hath so known him
Seven Years or thereabouts, and that he doth also know the above named
Plaintiff Pulpa Candamahanty and that he hath so known him
Thirty Years or thereabouts, and that he doth also know the above
named Defendant Pelatchetty Mannay and hath so known him
Twenty Years or thereabouts and more saith not to this Interrogatory

To the Second Interrogatory the Deponent saith that he put his
mark to a Paper in the Tamil Writing of the Interpreter now exhibited
to him and that it was marked with his own hand, but that he
does not know the marks or Tamil Writing of the other and that he saw
Abdulpah Mannah, Hanna Pedro, Moco Sarton, Pelatchetty Ma
Pelatchetty Sinna Pedda Sinna Pelatchetty Ma
Mannay

(1829)

Synopsis of Interrogatories Answers & Depositions to the Second
Set of new Interrogatories filed since the last Interrogatories
were settled & Signed

2nd ... To the third Interrogatory the Respondent saith that he knows
not of any matter or thing matter doth he believe or
any thing further touching the matter in question
that can tend to the benefit of the Petitioner
what he has fore Interrogated unto and saith the
Interrogatory

John Peter Bovell
Jno. Bernard } (Commissioners

Extract from the Minutes of Court held at the
Hall on Tuesday the 1st Day of April Anno Domini

Present

Edward John Hallett Esqr Judge
James Bell Do Thomas Cooper Do

Between

Alexander Pringle & his Attorney David Malcolm
Petitioner
and
Mabel Wife Hannah
Respondent

Petition of the Petitioner for Condemnation of the Schooner Lady
Campbell with Certificate of Register & Papers &c
Answer &c

188 (1830

Eleven Depositions taken Interrogatories Read
Additional Interrogatories on the part of the Petitioner Read
Four Depositions taken Interrogatories Read
Further Additional Interrogatories on the part of the Petitioner & Report
in the Dutch Language and a Translation thereof Interrogatories Read
Two Depositions taken Interrogatories Read
Interrogatories on part of the Respondent Read
Paper Originally in the Dutch Language and a Translation thereof Read
Four Depositions taken Interrogatories Read

The Matter of Dispute between the Petitioner
Petitioner Condemnation by his Attorney Augustus Chitty Courtenay and
the Respondent Alexander Pringle by his Attorney David Malcolm
Coming on to be Argued and Determined this Day in the presence of
the Attorneys on both sides on Reading the Petitioners Petition with
Certificate of Register Granted the Respondents Answer the
Interrogatories and Depositions on the Part of the Petitioner the
Interrogatories and Depositions on the part of the Respondent Cross
Interrogatories and Depositions on the part of the Petitioner and
Hearing the Pleadings and Arguments made thereof by the Attorneys
on both Sides Court doth Condemn the Ship Lady Campbell with
all her Cargo and Tackle Apparel & Furniture as Lawful Prize
to the Captors and this Court doth Order that the Papers of the
Petitioners Petition be Cancelled and that the Respondent do pay
all Costs attending the Petition

(1831)

Extrait des Registres Baptêmes de la Paroisse de St Louis
de Chandernagor pour l'année 1773.

Ce Soussigné Secrétaire de Son Excellence
le Commandant et Conseil pour le Roy
Certifie que le présent Extrait est conforme au Registre
fait à Chandernagor le 28 May 1773. Signé M. Lefebvre

Nous Jean Baptiste Chevalier Duvernet
Officier des Ordres du Roy et Lieutenant
Commandant pour les Établissemens français dans le
Bengale et Président du Conseil provincial de Chandernagor
Certifions et Attestons dans ce dit aujourd'hui que le Sr
M. Lefebvre Vice Chef et tous officiers et celle de M.
Pierre Duvernet le jeune de Chandernagor
qualité foy doit y être ajoutée

En Cet

(1832)

189

présentes et à y celles contresignées par Notre secrétaire, fait apposer
le Cachet de nos Armes. Fait et donné en notre hôtel à Chandernagor
le Vingt huit Mars Mil Sept cent Soixante Douze. Signé
Chevalier, par mondit Sieur Signé Beaumont secrétaire.

Pour le Secrétaire soussigné Alexis Cotry

Gideon Firth

Sup. Alley

Sher Original Delivered up by Order of Court

Saml Slaytor

Reg.r

Extrait des Registres Mortuaires de la Paroisse St Louis de Chandernagor pour l'année 1784.

Nicolas Jean Marie le Blanc fils de M.r Jean White
le Blanc et de Marie Jeanne Lourdes son épouse âgé de six jours
quarante sept Et mort subitement le Vingt septembre mil sept
cent cinquante six. Et a été enterré par moy Soussigné, ont
Signé. S. Alexis Jos Cotry, Pierre Durozoire, Louis Cuvzay

Marie Louise Elizabeth fille de M. Jean White le Blanc
et de son Epouse Dame Marie Jeanne Lourdes, née le quatorze octobre
mil sept cent cinquante, morte le Douze octobre de cette année. Et
Enterré suivant les Soussignés ajoutés le reste Contenu et
Alex Bardin Smith, St Pouvier for Vic

Je Soussigné Pierre Duvernet la jeune de St Louis de
Chandernagor Certifie que les deux Extraits cy dessus sont conformes
aux Registres Mortuaires de cette paroisse pour l'année 1784 signé

(1733)

N. Dyssaint Vic Dyf

Nous Jean Baptiste chevalier Comte Lieutenant
d'infanterie chevalier de St Louis Major et Lieutenant de
commandant les Etablissemens français dans le Royaume
de Bengale et Président du Conseil de Justice Etably audit lieu
d'ordonnance par le Seigneur N. Dyssaint Vic Dyf
Et Particulièrement Etably de N. Dyssaint Vicaire
la paroisse de St Louis de Chandernagor pour connoître
être apporté tout ce jugement que le tout Contenu
Contrôle et le Seigneur Curateur ce fait tout le Corps
Le fey de greffe nous avons signé ces présentes pour valoir
reçu de Vaisseau et a fait les Conclusions tous nuls
après le Décret de mes avons donné Defaut les autres
reçus le Vingt huit Septembre Mil sept Cent soixante
Signé chevalier Duc monsieur Signé Commandant

Nous Dyssaint Vic Dyf

Extrait des Registres des Baptêmes de la paroisse de St
Chandernagor pour les années 1732 et 1733

Nicolas fils de Pierre et de Marie Joseph de Pier
Marie Louise Londea fut Chrétien le Dix Sept de
le neuf de

(1734)

190

Comte Madeleine Jeanne Jourdey Bourbel Gallard de Glaumeville de
Saguet Aubry

Marie Louise Pierrette née le quatorzième octobre fille
de M. Jean White de Blaine Ecr de Son Epouse Dame Marie
Jeanne Londea a été Baptisée le seize Parrain M. Marchal
Juguet Marraine Dame Louise Denis Epouse de M. Courtain
Temoins les personnes Soussignés et Stanislas Baudeu Jesuite Louis
François Denis Courtain Martial Juguet Comd de Labaye Mallet
le Sieur Blaise Durandet le Sieur Marcellin Dugrau Sonfray et
Renault Durand

Je Soussigné Vicaire Desservant la paroisse de St Louis de
Chandernagor Certifie que les deux premiers Extraits de 1727 et 1730
sont Conformes aux Registres des Baptêmes de la paroisse pour ce
fait Mémoire Le fey de greffe fay Signé ce dit Chandernagor le 23 fev
1772 Signé N. Dyssaint Vic Dyf

Nous Jean Baptiste chevalier Comte Lieutenant
Colonel d'infanterie, chevalier de l'ordre Royal de Militaire de St
Louis Commandant tous les Etablissemens français dans le Royaume
Et Président du Conseil de Etablis a Chandernagor, Certifions
avoir ajouté ajoutons que la signature N. Dyssaint Vic Dyf
y dessus apposé Et Particulièrement celle de N. Dyssaint Vicaire
Dyssaint Vicaire Desservant la paroisse de St Louis de Chandernagor
qu'en Conséquence foy doit y être ajoutée tant en jugement que
de hors. Certifions Le Tout que le Contrôle Et le Seigneur Curateur
ne Sont point Etablis dans cette Colonie En foy de quoy avons

dit ny Contrevenant pour Mêtre procedé, fait offrant le Contenu du
dernier donné Le fait En notre hotel a Chambermagny le Vingt
Septembre Mil Sept cent soixante Dix Sept et Signé absentes
Monsieur Jean Signé Bonnebodeau

Pour Copy
Jean Foltz

The Original delivered up by Brief Court
James Taylor
Reg.

Aujourd'hui Vingt quatrieme du mois de Juillet Mil
cent quatre vingt sept Comparoit pardevant le Notaire du
Comté Séparé de Pondichery soussigné Commis dans
tout les Villes et Lanlieue Vingt de la Capitulation de
dernier Sept Octobre mil Sept cent soixante dix Sept par
ration du Gouvernement Anglois de Madras et Ses
dit district a la requisition de M. M. de Fitte Conseiller
Chevalier ny demeurant chef de l'Administration Générale
Juge M. M. André Bagellard Baron Seigneur de Lindt
Jean Baptiste de Schmidtlin Capitaine de Port a Pondichery
François Xavier Dupuy negociant Joseph Leonde Capitaine
de Vaisseau Joseph Lefranc ny demeurant Grand Voyer
Joseph Benoit Capitaine des Ports

Cette Ville Séparement

(91)

Les quels ont Volontairement Declaré a nous Comte Juge
Jean White Capitaine Maître de la Ville de Limerick en Irlande, Lequel
Nous a fait Entendre En Langue Anglaise que Lui Comparant Etoit
Le Jeune dont il Etoit Capitaine et ou il Etoit Embarqué pour
faire le Voyage de Mallacca Et de la Revenir a Bengale pour
En suite Retourner dans Sa Patrie pour Lui Voyage D'Hollande, Attendant
de Nous que Lui Jean White Etoit Marié a Demoiselle
Jeanne Londais en premier Noces de Mr Gonneau duquel Mariage
et Vivit un seul Enfant Nommé Joseph Jacques André White
Cy Présent age de Vingt huit ans a la Requisition duquel il
Se fait a Comparoir, Le quel Lui Reconnaissant Etre de Sond Legitime
Et Unique Heritier de Jean White Declarant aussy
Les dits Noms que Lui Jean White Disoit quil Etoit
Marié dans les Colonies françaises de Asie avait aussy Pour
Nommé M. Le Blanc cequil Signifie En Anglais White Et
que cest pour cette Raison quil est appellé White Le Blanc dans
Son Contract de Mariage avec la Dame Londais Le Dans
Extrait Baptistaire de Mr Joseph Jacques André White Son
fils, lequelles Declarations et Certificat Veritables.

Est aussy Comparu la Dame Londais Veuve de Jean
Jean White, de Jean Demeurant en Jean Dumont agent dans

1837)

Est parallement Venue Dominante Le Cote Ville pour le Roi
Gouvernement, la quelle Dame que Est Joseph Jacques André
icy present Est issue de son Mariage avec Mr Jean White
Est le seul Enfant qui Reste de leur Mariage Et Jacques
seul heritiere dud. Sr Jean White Comparante Et
Est quitte dans Declaration de Conservateur
Dame ont requis acte pour Elle Et ses Enfans pour Et
Sr Joseph Jacques André White et autres Parties
qui il appartiendra, a Leur Charge Quoi acte fait
chiny En L'Etude Les Jurisdiction des Sieurs Joseph Marie
Auvert, Demeurant Les Cotes Ville, Témoins Soussignés
et ont Signés en la minute des Presents
Soussigné J. Segrié Wallens

folio 1st Yours and
Nine Pounds W

To the Governor and Provost and Perpetual
George in the East Indies to duly certify that the
the French King's Notary to the Supreme Council of
Authorized by Our act of the 26
of that place in addition of the
thereof to exercise the functions of the
Voluntarily Signed and that
be given to the foregoing act and Attestation of the
Dated at Fort St George aforesaid this 23 day of
John White

(1837)

Extrait de Mariage Tiré des Registres De
la Paroisse St Louis de Chandernagore
Pour Lannée 1785.

Le Troisieme Janvier de Lannée mil Sept cent
Quatre vingt cinq Je Soussigné Curé de la Paroisse St Louis de
Chandernagor, après la Publication Trois Jours Dimanches, le Père Vicaire
de Dacca ayant accordé la dispense des Deux Autres, ay Marié Mr
Jean White le Blanc Capitaine de Vaisseau de la Jade Matelote
Limerick En Irlande, fils de Jacques White Negociant, Et de Dame
Helene Dease, les Jours Le Mans, avec Dame Marie Jeanne Louise
Veuve de feu Mr Joseph Conseiller à Chandernagore, ont Etés
Témoins Mr Joseph Louis Le français Soudas fort proche, Mr
Richard Joseph, Mr Charles Michel Antoine Son Cousin de Lauche,
Mr Ignace Jacques Courtain.

Dont Signés Mr Marié Jes Curé de la Paroisse qui
a fait le Mariage, Mr Marie Jeanne Louise White le Blanc
Beaudoreau, Joseph Louis, Servante de Lauche, Le Cte Courtain
J. Ribaud

Je Soussigné Curé de la Paroisse St Louis Dudit lieu
Je Jouissant Extrait est Conforme aux Registres de la dite Paroisse
fait a Chandernagor ce dix Neuf Janvier Mil Sept cent Quatre
vingt Cinq. Signé J. Marie.

Nous George Duval De Leyde Conseiller Procureur Général

faire à nos dits Ports, et que dans le cours de ses expeditions il pourroit trouver convenable de charger ses Marchandises en tout ou en partie sur D'autres Navires, et comme dans cet eloignement il ne seroit pas aisé de recourir aux voyes ordinaires pour obtenir des Lettres de Mer, Il nous auroit supplié de Lui donner Notre autorisation generale D'employer Notre pavillon Imperial en pareille occasion, Nous, ayant egard dessus considéré et voulant traiter favorablement le Suppliant que nous avons pris, tant sa personne que ses Commerce et les navires dont il se servira sous notre protection Royale autorisé Comme par Cette speciale nous l'autorisons par les Presentes et jusqu'à son retour à Trieste, D'arborer sur tout Navire qu'il achettera au dit Port de Bonne Esperance notre Pavillon couvert à la pointe et à la Croix Blanche Imperiale et Royale, et de s'en servir tant en Europe que dans toute autre partie de la terre voulant par cette faveur accorder au Suppliant toutes les facilités possibles pour conduire et continuer les operations du Commerce qu'il a entrepris.

Donné à Vienne le 27e du mois de Mars l'an de grace mil Sept cent Soixante Sept et de nos Regnes le trente neuvieme.

Maria Theresia.

L.S.

Kaunitz Rietberg

Said to be a true Copy

James Taylor

Resp.

Dat. Imperial Douanier et Bureau

Henry Gabr. de Ollenbach

(1061)

William Bolts Lieutenant Colonel in the Service of
her Imperial Royal & Apostolick Majesty Maria Theresa by the
Grace of God Dowager of the Romans Queen of Hungary & Bohemia &c.
of Austria &c. &c. Maketh Oath upon the Holy Evangelists of Almighty
Lord & Saviour Jesus Christ & saith that the foregoing Copy
in the French Language is a true and faithful Copy of
Plein pouvoir or full powers with which he is invested
by her said Majesty for the purpose of Conveying on her
in different parts of the World and particularly on the Coast
under the Protection of the Imperial Flag and the
thereof is under the sign Manual of her said Majesty
her said Imperial Royal and Apostolick Majesty and
the Seal of her Empire Countersigned by her Minister
Kaunitz Rietberg her Aulic Council Secretary and
Gabr. de Collenbach one of her Majesty's Officers of

Sworn in Madras
this 25th March 1781
before me

William Bolts

Edward John Holland
Mayor

Examined and Carefully Compared with the Original Affidavit
in the Mayor's Court at Fort St. George the 22 day of
1781 and Attested by

(1062)

194

A True Translation of the aforegoing Affidavit

Lewis Mare Native of Port Le Orient
in France Maketh Oath and saith that at the time Chandernagore
in Bengal was taken by the English that is on or about the fourth
Day of July in the Year of Our Lord One Thousand Seven Hundred
and Seventy Eight he was on Board a Dutch Vessel then at the
Dutch Settlement on the River Hoogly Called Barnagore from
whence he went and resided at the Danish Settlement of Serampore
untill the Twenty fourth Day of August following where he embarked
on a Danish Ship and proceeded to the Danish Settlement of
Tranquebar where he resided for a Considerable time untill he embarked
as a Marine Officer into the Service of the Imperial Asiatic
Company of Trieste leaving for that purpose on or about the Sixth
Day of May in the Year of Our Lord One Thousand
Seven Hundred and Seventy Nine taken the Oaths of fidelity
and Allegiance to Her Imperial Royal and Apostolick Majesty
Maria Theresa Empress Dowager Queen of Hungary &c &c
which Oaths were Administred to this Deponent by Lieutenant
Colonel William Bolts in Consequence of the full powers granted
him by his said Majesty under the Seal of the Empire and
Her Sign Manual Dated at Vienna the Twenty Seventh Day
of March in the Year of Our Lord One Thousand Seven Hundred
and Seventy Six which powers have been shown to this Deponent

(1761)

William Bolts Lieutenant Colonel in the
her Imperial Royal & Apostolick Majesty Maria Theresa by
Dowager of the Roman Queen of Hungary & Bohemia &c
of Austria &c &c Maketh Oath upon the Holy Evangelists
Lord & Saviour Jesus Christ & saith that the foregoing
in the French Language or above mentioned is a
Plenipotence or full powers with which the
by her said Majesty for the purpose of Conquest
in different parts of the World and particularly
under the Protection of the Imperial flag and that
thereof is under the sign Manual of her said
her said Imperial Royal and Apostolick Majesty
the Seal of her Empire Countersigned by the Right
Kaunitz Rietberg her Majesty's Prime Minister
Gabr. de Collenbach one of her Majesty's Officers of

Sworn in Madras
this 25th March 1781
before me Edward John Holland

Mayor

Examined and Carefully Compared with the Original Roll
in the Mayors Court at Fort St. George this 28 Day of
1781 and Attested by

1762

194

A True Translation of the Aforegoing Affidavit

Lewis Mare Native of Port Le Orient
in France Maketh Oath and saith that at the time Chandernagore
in Bengal was taken by the English that is on or about the tenth
Day of July in the Year of Our Lord One Thousand Seven Hundred
and Twenty Eight he was on Board a Dutch Vessell then at the
Dutch Settlement on the River Hoogly Called Bannagore from
whence he went and Resided at the Danish Settlement of Serampore
until the Twenty Seventh Day of August following where he imbarked
on a Danish Ship and proceeded to the Danish Settlement of
Tranquebar where he Resided for a Considerable time until he entered
as a Marine Officer into the Service of the Imperial Royal
Company of Trade Sailing for Port Imperial on or about the Twenty
Seventh Day of May in the Year of Our Lord One Thousand
Seven Hundred and Seventy Nine taken the Oaths of fidelity
and Allegiance to Her Imperial Royal and Apostolick Majesty
Maria Theresa Empress Dowager Queen of Hungary &c &c &c
which Oaths were Administred to this Deponent by Lieutenant
Colonel William Bolts in Consequence of the full powers granted
him by her said Majesty under the Seal of the Empire and
Her Sign Manual Dated at Vienna the Twenty Seventh Day
of March in the Year of Our Lord One Thousand Seven Hundred
and Twenty Six which powers have been shewn to this Deponent

(1863)

who hath read the same and this Deponent further saith that he never knew of Peace or otherwise or any part of the Subjects of Great Britain and further saith that on or about the 8th day of this present Month of March being then Commander on Board the Imperial Ship Count Bellamont in the Service of his said Imperial Majesty Edward Pelly Esqr. and the said Ships are Armed Boat with ten Officers Lascars and Seamen under the Command of this Deponent he this Deponent on Board the said Ship was privately told that a Prisoner and Confined then on Board the said Ship with which he this Deponent complied and as aforesaid they Deponent they would take care of him by the said Admirals Orders and this Deponent further saith that he was confined on Board the said Ship Count Bellamont until he signed his Parole not to depart from the Ship's Anchorage which is on the River Hooghly above the said Admirals Fleet in consequence of this Deponent's Honour he Tendered himself at Calcutta and to that Effect the said Admirals Fleet or Masters called this Deponent on shore but still kindly Voluntarily returned on board the said Admirals Ship to which he hath had the honor to make for that purpose

Examined and Carefully Compared with the Original Affidavit Registred in the Worlle the Mayors Court at Madras this 28th Day of March 1780 And Attested to be a true Copy This Original Delivered out by Order of Court

James Taylor
Regr.

Louis Macé Natif du Port de Le Orient en France,
Déclaré Dans Serment, Qu'au temps de la Prise de Chandernagor
par les Anglois Le dit Soutlet Mite Lieutenant Lieutenant Lucas,
Il se trouvoit, a bord dun Vaisseau hollandois que etoit alors à
Le Etablissement hollandois Sur la Riviere d'hougly Appellé
Bennagor, que de la fut Rendu a Le Etablissement Danois
au Bengal Nommé Serampore Jurgés au Comte Sept Mots
Lenvoyé, Qu'il Lembarqua Sur un Vaisseau Danois, et se rendit
a Tranquebar Etablissement Danois ou il Resta pour un temps considera-
ble, Jurgés ce qu'il Lengagea Comme un Officier de Marine au Service
de la Compagnie Imperiale de Suede, Regard pour
cette fin Lecrit Engt Sept du mois de May, Mite Sept cent Septante
Neuf, procede le Serment de fidelité a sa Majesté Imperiale Royale
et Apostolique Marie Therese Jmperatrice Reine de
hongrie &c. &c. Lequel Serment lui fut Administré par Son
Lieutenant Colonel Guillaume Bolts, en Consequence desplein
Pouvoirs, a lui Accordé, par sa dite Majesty Sous le sceau
de l'Empire et sous sa propre Signature, datté a Vienne

(1865)

the Eleventh Sept. Mars ainsi Sept cent Septante Six, Lequel fait
prouvoir, le dit Guillaume Wells agissant Vice et Lieut. aux dessus
declarant dessus fait Serment, prêté ses jours et fait par
Guerre, ou Autrement, dans Absences fait des Commandes de
Bretagne, Déclare de plus que Sur le Compliment de Serment
de Mars declarant, alors etant 1er Officier commandant alors
Cafsaux Suffisante le Comte Rottenrath, dont la Date
le Travaillon de sa dite Majesté Confirmée, Lest alors
du dit Cafsaux, Il Vint en Cattaux de L'Escadre qui
actuellement, Sous le commandement du Contre Amiral
Edward Hughes, Avec deux Officiers Communs alors de
et par force prenant ce declarant et les autres dessus dits
du dit Amiral, Pleuvoir le Cafsaux, et Conduit dans
de Madras, et declare que Malgré la Representation qui
fait aux dits Officiers, et en Schultes comme Lest
Gilles et Innocent Officier de Commun Rang employé
Cadres des Lieut. Amiral et declare de plus que ce dessus
constitue prisonnier alors du dit Cafsaux Lesquels Jurent
Signe Lesquels et Innocent Lecture et dessus
Stamp, Que est dans le Cafsaux de Madras, et le dessus
du dit Amiral, Pleuvoir Conduit de St dite Jurisdiction
et Rendu a Saint Stamp et Jurisdiction
-vier du dit Amiral Confirmé de dessus

196 (1866

Gilt a un Lieutenant de Jour au dit Amiral dans Conseil de Madras
du fort Saint George, et la demande dessus dit dit Amiral, Lieu à dit
Cafsaux fait Monter abord du dit Cafsaux le comte Rottenrath.

Fort St George 25th March 1780

Sworn to before me

Edward John Rottenrath

Mayor

Said to be Attd. Clerk

James Taylor

Regr.

Lieu 2d Oct. 1780

To the Worshipful the Mayor &
Court at Madraspatnam

Humbly Complaineth Shaweth unto this
Worshipful Court Your Orator James Stanyon of Madras Bricklayer that
David Shaw One of the Attorneys of this Worshipful Court stands Indebted
unto your Orator in the Sum and Just Sum of Fifty Two Pagodas
Current Money of Madras making in Sterling Money of Great
Britain at the Rate of Eight Shillings for every Pagoda the Sum of
Twenty One Pounds and Sixteen Shillings & Sevenpence as well
Monthly and at large Appear by Copy of an Account of Particulars
hereunto Annexed for the Inspection of this Worshipful Court to your
Orator prays may be Admitted as part of this His Petty Complaint
and Whereas your Orator hath frequently and in a most Courteous

requested Payment of the said Sum of Fifty Two Pagodas from
said Daniel Shaw

But now so it is may it please
Worlds Court the said Daniel Shaw Cautiously and craftily
to pray the same or to give your Order any Manner of
touching the premises your Orator therefore prays a Spee
such as to this Worlds Court shall Appear Agreeable to
and your Concience To the End herefore that the
Shaw may upon his personal Oath full true Direct
Answer make to all and Singular the Premises and
before Set forth and Alledged as fully truly and
Sentirely and perfectly as if the same were here
and Particularly Interrogated and that he may
Pay unto your Orator the aforesaid Sum of Fifty
from the said Daniel Shaw together with all
as your is or shall hereafter may become due
Costs of this Suit

May it please this Worlds
Cause the said Daniel Shaw to be Summoned
by the Sheriff of Fort St George Lord of Mentrapolam
District thereof Personally to be and Appear before
Court at a Certain time and place to be by this Worlds
personal and Appearance then & there to answer the
Orator's Bill and Abide by such Order and Decree therein as to this Worlds

Abide by such Order and Decree therein as to this Worlds
Court shall seem meet

Henry DeDieg
Attorney Complainant

Mr Shaw ... Dft

To Five Months House Rent Due Sept. 4th 1790 Pags. 50

Madras 5th Sept. 1790

James Stranger

true Copy

Henry DeDieg
Atty Complt

Mayor's Court
Court of Mediumpatnam

Tuesday the 18th day of November
Anno Domini 1790

Present
Edward John Hollond Esq Mayor
Edward Garrow Esq Alderman

Between James Stranger
Bricklayer Complainant and Daniel Shaw
One of the Attorneys of this Worlds Court
Defendant

Fort St. George 1st August 1730

To the Hon'ble the Mayor & Court at Madraspatnam

Humbly Complaining Sheweth unto this Hon'ble Court Your Orator Henry Pye one of the Aldermen of this Hon'ble Court that Rachamah Naick of Madras Inhabitant stands Indebted unto your Orator in the full and Just Sum of One Hundred and Ninety Eight Pagodas and Nineteen Fanams Current Money of Madras making in Sterling Money of Great Britain at the Rate of Eight Shillings for Every Pagoda the Sum of Four Score Pounds and Eight Shillings as Merchants as well more at large Appears by an Account Current and Copy of the Letter of Agreement Given Unto the Said Rachamah Naick Dated the Twenty Third Day of June in this present Year of Our Lord One Thousand Seven Hundred & Eighty hereunto Annexed for the Inspection of this Hon'ble Court both which your Orator prays may be Admitted as part of this his Bill of Complaint and Whereas your Orator hath frequently & in an Amicable manner Requested payment of the said Sum of One Hundred and Ninety Eight Pagodas and Nineteen Fanams from the said Rachama Naick.

But now so it is may it Please this Hon'ble Court the said Rachamah Naick Obstinately & Wilfully Refuses to pay the same or to give your Orator any Manner of Satisfaction touching the premises your Orator therefore prays as General Relief such as to this Hon'ble Court shall Appear Agreeable to Equity and good Conscience To the End therefore that the said Rachamah Naick may upon his Corporal Oath (the true Direct and perfect Answer make to all and Singular the Matters and things herein before Set forth and Alledged as fully truely and Effectually to all Intents and purposes as if the same were here again Repeated and particularly Interrogated and that he may be Decreed to pay unto your Orator the aforesaid Sum of One Hundred and Ninety Eight Pagodas and Nineteen Fanams together with all such Interest as moves or shall hereafter may become due thereon also all Costs of this Suit

May it Please this Hon'ble Court to Grant the said Rachamah Naick to be Summoned and Required by the Sheriff

(1051)

of Fort Saint George Town of Madraspatnam and the Districts thereof personally to be and Appear before this Hon^ble Court at a Certain time and place to be by this Hon^ble Court prefixed and Appointed for and there to Answer this your Orators Bill of Complaint and to Stand to and abide by such Order and Decree therein as this Hon^ble Court shall Think Meet

Henry DeRosy
Att^y Complt

4th Augt 1750

This Writ was Issued out between the days of ... and the Complainant having taken Oath to the Justness of his Demand and that he has Reason to believe that the Defendant will depart from the Jurisdiction of this Court before hearing this Bill is fitts against him Ordered Returnable Immediately & Warrant of Arrest Issue

Edward Saltan Holland
Mayor

Dr^r Rachamah Kauck in Mayors Court with Mr Henry DeRosy

To the Amount of your fee for Counsel to be by you to Instruct & Draw against Rachamah Kauck a Petitioner Bill for which you are accountable to me as appears by the Counter part of your Agreement Dated on the Back of Complaint		By Cash Received for the Same	50 0
To Do ... Do ... Do	192 0	By Cash Received for the Same	192 0
Received by you to Instruct a Progress against another Pattamar paid for as aforesaid	50 0		
	242 0		242 0

Errors Excepted Madras 23 June 1750
Pagodas
Rachamah Kauck

(1052)

199

Entered 23 June 1750

I Rachamah Kauck of Madras do give this Agreement to Mr Henry DeRosy one of the Attorneys of the Mayors Court that is to say there is a Cause against Muttamah Kauck which was Transferred by me to Agreeable to Do Cruz and a Nother Cause Against Arathoon Muttamah Kauck which was Transferred by me to Antonio De Rozario for both Cause I employed you as an Attorney in the Mayors Court and Prosecute them in the Mayors Court for which whatever Fee comes to you including Register fees Commence fee 8^{pa} Arcs to be Answerable to you Hereby I Voluntarily do give this to Mr Henry DeRosy Witness Emanuel Lewis Anderson and Benjamin Malcom by Mr Knowledge Drawn by Vernacular

Signed Rachamah

Witnesses
Emanuel Lewis Anderson
and
Benjamin Malcom

Read & to Above Translation from the Original in the Malabar Language

Henry DeRosy
Atty Complainant

Mayors

(1853)

Mayor's Court at Madraspatnam } Tuesday the 18th. December Anno Domini 1798

Present

Edward John Holland Esqr. Mayor

Edward Gannon — and William Webb

Aldermen.

Between Henry Dighy Esqr

Attorney of the Right Honble Court

and Inhabitants Complainants

and Archibald Swinton

Inhabitant Defendant

It appearing by the Return

that the usual Order have issued for the Defendant to answer

Complainants Bill which he has Neglected to do and

Thereupon think fit the Order and Decree and it is Ordered

and Decreed that the Defendant shall pay unto the Complainant

the Sum and Sum of One Hundred and Sixty Eight

and Fourteen Fanams of Pagodas with the

Interest at Five per Cent thereon from the time of

the Decree is or shall hereafter become due thereon until

the Payment is made also all Costs of this Suit

Costs

Vera Cost

Fort St. George 9th Oct. 1798

(1854)

To the Worshipful the Mayors

Court at Madraspatnam

Humbly Complaining Sheweth unto

this Worshipful Court Your Orator Archibald Swinton of Madras Inhabitant

that Henry Digby Esqr Sheriff of Fort St George Sworn of

Madraspatnam and the Districts thereof Sworn Duly and truly

entitled unto your Orator in the full and Just Sum of One

Thousand three Hundred and Sixty four Star Pagodas three

Fanams Current Money of Madras making Five Hundred &

Fanams Current Money of Madras making Five Hundred &

Sixty three Pagodas Thirteen Fanams and three Fourths Sterling

Money of Great Britain or thereabouts as Eight Shillings

for Every Pagoda as will More fully and at large Appear by an

Account herewith Produced for the Inspection of this Worshipful

Court and which is prayed by your Orator to be taken as part

of this his Bill of Complaint Your Orator for Further Sheweth

unto this Worshipful Court that he having a Just and Legal

Demand upon Account of Work done for Defendant

Sum of Money due and Owing to him this Complainant

from the said Defendant Your Orator did on

the Sixth Day of July which was in the year of Our Lord

One Thousand Seven Hundred and Ninety Eight file his

Bill of Complaint in this Worshipful Court for the Recovery of the

same and in the Course of time obtained under and by virtue

of a Decree from this Worshipful Court a Warrant of Execution Your

Orator

Order further shewith unto this Worthy Court that on the Tenth
Day of November which was in the Year of our Lord One Thou
Seven Hundred and Seventy Nine he obtained from this Hon
Court a Warrant of Execution against the said Lower Ill Cow
Balander for the sum of One Thousand One Hundred and
Seven Star Pagodas Sixty-seven fanams Current Money &
also for two Pagodas twelve fanams Costs, which Warrant
is in the following words that is to say —

Whereas it Appears to this Court by
of a Decree in this Court and the Proceedings thereon had
Cowar Balander at present at Porto Novo was adjudged
to pay unto John Allison of Madras Merchant the sum
Pagodas and 37 fanams as a Debt due to the said John Alli
together with the Sum of 2 Pagodas and 12 fanams for Co
which the said Lower Ill Cowar Balander hath
done Now are therefore to require you without delay to
to be levied Viz. said Debt of Fifty Pagodas and 37 fanams
Sum of 2 Pagodas and 12 fanams for Costs of Suit of the
Chattles of the Lower Ill Cowar Balander and to
Necessary you are to cause Sale to be made of such
Chattles and have the Money before this Hon Court at
the Clock of the forenoon on the 9th Day of December next
under the said Debt and Costs to the said John Alli
the Overplus (if any be) to the said Lower Ill Cowar Balander

of Madraspatnam and of Mr Colton Riverbank Dept One of the
Aldermen of Madraspatnam and under the Seal of the said Court
this 12th Day of November Anno Domini 1779 —

To the Sheriff of Fort St George
Madraspatnam and the Districts
thereof —

Geo Proctor Mayor of Madraspatnam
C B Bent One of the Aldrs of Madraspatnam

James Taylor
Esq

In Consequence of and by order of the said
Warrant of Execution and under the Authority of this Worthy Court
the said Defendant Hinden Digby Esq Sheriff of Fort St George
Town of Madraspatnam and the Districts thereof did on or about
the Eighth Day of August last past, Levy upon and Affix the
Seal of his Office unto and upon sundry Goods of Rooms Chests
and Trunks Containing Property and Valuable Effects Moneys
to the said Lower Ill Cowar Balander as appears by his
Defendants Return to the said Warrant of Execution on this
following Words that is to say

John Allison
vers
Lower Ill Cowar Balander

The Sheriff returns the Warrant of Execution issued
against the Defendants Effects on this Court together with a Lett
from the Sheriff to the President and Council and an Affidavit
of Thomas Clifford Sheriffs Officer Sworn to last Court Day
Endorsed that he has Seized of the Goods and Chattles of

The Defendant sundry Effects defended on his Second Mate Black Jewan (Exhibits endorsed) to the Value of which he Set Seal of his Office that shortly after were taken off by a Boat accompanied by a Number of Seapoys belonging to the Defe who by force drove away the Bailiff he had left there and Horse belonging to the said Defendant contrary to the De forcibly took Possession of the two Horses but as soon as they were relieved by Confining Seapoys who were put by his Deputy and one of his Bailiffs to guard them which they opposed Alledging they were sent there by Order of the Governor all which facts are fully Affidavit herewith to annex together with Copy of to the Worthe Governor and Council demanding Assistance when the Civil Power was found ineffe he have not thereto any Answer to his Repd

Your Orator further sheweth that the Defendt on Friday the 30th of March last Seized upon by the said Sheriff were of full value and amount of the Defendants Debt Notwithstanding the said Defendant well knew the Sum of One Thousand three Hundred and Thirty four Star Pagodas were justly due and owing from the Defendant to Your Orator together with Interest thereon and Costs of Suit Your Orator therefore prays the Worthe Court that he may be Ordered to pay unto Your Orator the aforesaid Sum of One Thousand three Hundred and Thirty four Star Pagodas with Interest thereon and all Costs of Suit May it please this Worthe Court to Grant unto Your Orator the Defendant Writ of Subpoena to be directed to the said Sheriff of Fort St George Thereby Commanding him the said Defendt Personally to be and Appear before this Worthe Court on a certain Day and Time to be by the Worthe Court for that purpose Limited and Appointed then and there to Answer the Premises and to Stand to and abide such Order and Decree therein as to this Worthe Court shall seem meet and Your Orator shall as in Duty bound ever pray &c

Endorsed

Sworn in Court this 30th March 1758

Before me

Wm Monckton

Mayor

Filed 30th March 1758

Entered

requested payment of the said Sum of One Thousand three Hundred and thirty four Star Pagodas sworn Current Money of Madras.

Sworn in Court this 30th March 1758 and pray a Writ as prayed

Worthe Court the said Gordon Digby obstinately and Wilfully refuses to pay the same or give your Orator any Manner of Satisfaction touching the premises Your Orator therefore prays Process that the said Defendt may Appear personally before this Worthe Court shall Appear Agreeable to Equity and good Conscience to the End that the said Gordon Digby may upon his Corporal Oath full true direct & perfect Answer make to all and Singular the matters and things herein before Set forth and Alledged as fully truely & Effectually to all Intents and purposes as if the same were here again Interrogated and particularly Interrogated and that he may be Decreed to pay unto your Orator the aforesaid Sum of One Thousand three Hundred and thirty four Star Pagodas sworn with all Interest thereon due thereon and all Costs of Suit May it please this Worthe Court to Grant unto Your Orator the Defendant Writ of Subpoena to be directed to the said Gordon Digby Sheriff of Fort St George Thereby Commanding him to Cause the said Gordon Digby personally to be and Appear before this Worthe Court on a certain Day and Time to be by the Worthe Court for that purpose Limited and Appointed then and there to Answer the Premises and to Stand to and abide such Order and Decree therein as to this Worthe Court shall seem meet and Your Orator shall as in Duty bound ever pray &c

Endorsed

Sworn in Court this 30th March 1758

Before me

Wm Monckton

Mayor

Filed 30th March 1758

Entered

Your

Your Orators Bill of Complaint and further to Stand to and abide such Order and Decree therein as to this Honble Court shall seem

Edward Ellis

Attorney for the Complt

Kenelm Digby Esqr Sheriff of Fort Saint George

To John Allison

To Amount of Execution against Annoo Ul Omrah Bahander Dated 12th November 1779 and Issued by the Honble the Mayors Court	1077.7
To Costs Allowed on Do	2. 12
	1079.7
To Interest on the above sum at 12 p Cent p Annum from the 12th November 1779 to the 17th Octr 1780 is 11 Months 5 Days	134.-
	1213.7
Amounting on Sterling Money of Great Britain at 8 Shillings for Every Pagoda	£ 533.13.3

Fort Saint George 23d Octr 1780

Errors Excepted

John Allison

Filed 23d Octr 1780

To the Worlle the Mayors Court at Madraspatnam

The Answer of Kenelm Digby Esqr Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof to the Bill of Complaint of John Allison Inhabitant of Madraspatnam Complainant

This Defendant Saving and Reserving unto himself all benefit of Exception to the Errors and Insufficiencies in the said Bill Contained, for Answer thereunto or unto so much thereof, as he this Defendant is Advised Materially Concerneth him, he this Defendant Saith, that he doth admit it to be true, that about the Middle of November which was in the Year of Our Lord One Thousand Seven Hundred and Seventy Nine he this Defendant did Receive from William Sachem Esqr late Sheriff a Warrant of Execution for the Sum of One Thousand One Hundred and Ninety seven Star Pagodas and Thirty seven Fanams and also for two Pagodas and Twelve fanams Cost Current Money of Madras which Warrant of Execution this Defendant prays may be taken as part of his Answer, to the Complainants Bill, and as in the following Words, That is to say Whereas it Appears to this Court by Inspection of a Decree in this Court and the Proceedings thereon, that Annoo Ul Omrah Bahander at Present at Tripplicane was Ordered and Decreed to pay to John Allison of Madras Inhabitant the

the Sum of One Thousand One Hundred and Forty Seven Pounds
and thirty Seven pence are Debt due to the said John Allison
gether with the Sum of Five Pagodas and Costs for Suit
which the said Armand Conrad Balsander hath not either
there are therefore to require you without delay to Levy and Cause
Levied the said Debt of One Thousand One Hundred and Forty
Pagodas and thirty seven pence and the Sum of Five Pagodas
twelve pence for Costs of Suit of the Goods and Chattels of
Armand Conrad Balsander and to that end to cause
Cause Sale to be made of such Goods and Chattles and
Money before the Mayors Court at Eight of the Clock
on the Ninth Day of December next to render the
to the said John Allison and to render the Surplus (if any)
said Armand Conrad Balsander Cause under the Hands
George Pratt Esqr Mayor of Madrasspatnam and for
Defendant Dard one of the Aldermen of Madrasspatnam
under the Seal of the said Court this Sixteenth Day of
June Anno 1777

To the Sheriff of Southern George
Madrasspatnam and the
Districts thereof

Geo Pratt Mayor of
patnam
One of the
Madrasspatnam

And this Defendant doth also Plead as to the

in Consequence of and by Virtue of the said Warrant of Execution and
under the Authority of this Honble Court he this Defendant did on or
about the eighth Day of August last past levy upon and Affix the
Seal of his Office unto and upon the sundry Doors of Rooms Chests
and Trunks Containing Property and Valuable Effects belonging to
the said Armand Conrad Balsander as Appears by the Return of
this Defendant made to the said Warrant of Execution which this
Defendant doth pray may also be Admitted as part of his Answer
and is in the following words that is to say:—

John Allison
vers
Armand Conrad Balsander

By the Sheriff returns the Warrant of Execution issued
against the Defendants Effects on this Cause together with a Letter
from the Sheriff to the Bailiff and Peons and an Affidavit
of Thomas Clifford Sheriffs Officer Sworn to last Court Day
Endorsed that he had seized the Goods and Chattles of the Defendant
Sundry Effects Specified in the several Houses in the Black Town
Contents underwrote to the Doors of which he Affixed Shreds of his
Officers that shortly after were taken off by a Black Officer Sworn
stamped by a Number of Sepoys belonging to the Defendant who
by force drove away the Bailiff he had left there, and a Herd of
Horses belonging to the said Defendant running up the Sepoys
forcibly took Possession of the said Houses two or three days after
they were Released by Company Sepoys who were forcibly Expelled

by his Deputy and one of his Bailiffs to give them Possession which Refused Alledging they were sent there to guard the Effects by the Governor, All which facts are fully Setforth in the Affidavit herewith Annexed together with a Copy of his Letter to the Governor and the Demanding Military Assistance when the Civil Power was found insufficient which aid he has not Obtained nor any Answer to

But this Defendant doth respectively say that he Stands Justly and truely Indebted unto the Complainant in the Sum of One Thousand three Hundred and thirty five Pounds Seven Fanams Current Money of Madras Making five Hundred and thirty three Pounds Sterling Shillings and three pence of Great Britain or thereabouts, at Eight Shillings for

as this Defendant never Received or became Possessed of Such Sums of Money or any Sum or Sums of Money for the Said Account and this Defendant further saith that he doth not Conceive it Possible for the Complainant to have any Claim or Demand on him the Defendant, on Account of the Writ of Execution which Defendant has Acknowledged to have Received and to have Levied Setforth in the Writ and the Return of the Writ of Execution by

as this Defendant were dispossessed by a Military Force of the Effects Seized by Virtue of the Writ of Execution and that he could not levy the Money directed to be Levied by such Writ for all which Matters are more particularly Setforth in the Affidavit of Thomas Clifford one of this Defendants Officers which Affidavit Defendant prays may be

Bill and is as follows —

To the Worshipful the Mayors Court at Madrasapatnam

Between John Allison Complainant and Ameer ul Omrah Bahauder Defendant

Affidavit of Thomas Clifford one of the Officers of the Sheriff of Madrasapatnam

The said Defendant will Pay on Monday the Eighth Day of this Month of August last he Received from the said Sheriff a Warrant of Execution Granted by the said Worshipful Court at the Suit of the said Complainant to Seize the Effects of the said Defendant and that he Accordingly Accompany Mr John Allison the Complainant to a House Situate on Garden Pallahs Street in the Black Town, wherein he was informed and doth verily believe there were Plate Jewels and other Effects to every Considerable Amount and Value, and that on the Presence of the said Sheriff Mr John Allison Complainant, and also of the Deputy Sheriff he served and Affixed the Seal of the Sheriff on the Door, Room and the Effects therein Contained, where Affidavit and several times that after he had so Sealed up the said Room and Effects that he went under the direction of the said Sheriff the Complainant by the Complainant to another House in Chetty Street wherein he was by the said John Allison Affidavit and wherein he took and Seized Silver Effects of Considerable Sorts and Kinds, to many Thousand

Amount, and Value, and that he did place and affix to the
and on the Door of the said House five different Seals of the
said Sheriff that this Deponent by Order of the Deputy Sheriff
at the last Mentioned House, that about half an hour after the
Seal had been as aforesaid affixed, there came Two persons
to be Peons, who had with them Swords, and forcibly took off the
affixed to the Outer Door of the said House, that the said
a Sefroy who was at the Door of the said House at the time
Deponent first Coming there to place his Bayonett upon
and not to suffer this Deponent to come near the
said Sefroy did place his Bayonett upon his Breast
not suffer this Deponent to come near the said House
the aforesaid Transactions this Deponent asked the said
by what Authority they took off the said Seal and Obstructed
in his duty, when the said Persons Made Answer that
by their Master the Sheriff of County Leitrim
the Defendant, and that they must Obey the Orders
received from their Master, as well as this Deponent
Obey his Order, the said Deponent then came away
the Deputy Sheriff of these Circumstances, the said Deputy
returned to the said House on the Evening in Company
Thomas Lewis and when they came near the Door
to the last of this Deponents Instructions to the Number of
Opposed their Coming near the House

upon the Boyal on the Opposite side of the way until about three
of the Clock when there came two People on Horse back who went
first to the Guard and Asked the Soldiers where the Corpsmen
were after which they came to the Opposite side of the way, where
their Deponent and the said Thomas Lewis were and told them
that they came from the Defendant and the Governor and that
they had Given them Orders not to Suffer any Corpsmen to Stay
near the House, and that if they this Deponent and the said Thomas
Lewis did not go away by fair Means that they would use force to
Compell them, when this Deponent asked them how they would
use them whether they would beat them, Cut them, or what to
which they Answered that they knew the Meaning Certain and
that they would Act them Accordingly and Ordered this Deponent
and the said Thomas Lewis away out of the said Street, that this
Deponent and the said Thomas Lewis being intimidated at their
Threats came away and informed the Deputy Sheriff of their Wathers
that on the Night or the Morning this Deponent went by Direction
of the Sheriff to the aforesaid House in Dalby Street, but
Sunday of the Defendants Sefroy Stood and Parried this
Deponent from Coming near the said House, after which this
Deponent went to the aforesaid House in Norden Peters Street,
last Sunday of the Defendants Sefroy Obstructed this Deponent and
would not suffer him to come near the aforesaid House, Forcibly
Compelled this Deponent to go out of the Street, and that, that of

verily believe that if he had made any Opposition at any of
said Towns, that it would have been at the risk and Peril
life, that on the Fourteenth day of this said Month he went
House whereupon the Sheriffs Seal had been as aforesaid Affix
on Mountain Pillar Mount, and found that some of the
Seafoys were removed, and that Sundry of the Convicts
were placed as a guard over the said Pieces, when the
Sheriff who this Deponent Accompanied there ordered the
Guard by whose Order they were placed at the said Pieces
Answered it was by the Governors

Thomas

And this Deponent further saith that
of the Rebellion being founded on Reason Credit and
Argument to the Complainants former Power to
in Injustice and Supported by Absurdity and Imposition
to be Accountable for Many to many Accusers and
him the Execution of what Ever dutifully or faithfully
to have performed this Deponent did to all that
Power, and by so doing to Conceive he has fully
Duty more he could not do, nor does apprehend himself
Answerable for Effects produced by the Error Crime
as Effect all the Misfortune he may ally, & Left Responsible
Effects he has Stated, and which he this Deponent

(1168)

by a Military and Superior Force, by this Deponent had Recourse
to the Only expedient in his Power which was, to Require Military
Assistance from Government, which he did by a Letter Addressed to
the President and Council and which this Deponent prays may
be taken as part of this Answer, and is as follows: -

To the Honble John
Whitehill Esqr President &c
Member of Council of
Fort Saint George

Honble Sir and Sirs

Pursuant to Warrant of Execution and a Warrant
of Liquidation issued by the Worshipful the Mayor Court of this Town
and Districts thereof against the Goods and Chattles of Omrah
Omrah Bahauder Late Lord Sundry Sums contained in Lord
Several Bonds on the Black Town, and seized the Said Officers
to take Charge of them for the Said Court who have been driven
from the Door and the Sheriffs Seal broken by a Proper Guard
many more Forcibly and against the Power of the said Officers
have taken post and Still possess them the Said Power of this
Town being incapable of Raising such a Force as he has
brought and may bring Sais to Bear upon you Gentlemen
to Support me with a Military Aid to, to Counteract the
Illegal

(1069)

Illegal Opposition of Military Force &c

Madrasspatnam
6th August 1760

Sheweth with Respect
Humble Sir and Sir
Your Most Obedient humble Servant
Reuben Digby
Sheriff

In this Letter this Defendant Informed us that
did he obtain any Assistance to enforce her Authority she
being unable to procure any effectual Assistance to support the
Cannot be either in Person or Equity deemed a Contempt
in any Community, it must be elsewhere, and that
but Conceive it to be the knight of County and Superior
from the Covenant for the fourth of any one else that
likewise thanks that he has a Strong and Just Claim
Hon'ble Court both for Protection and Support, since that
and has Acted in Obedience to their Order and on that
day, that he was Appears before this Hon'ble Court &c

Attached Herein and Signed the
ready to prove and Maintain in this Hon'ble Court Sol
and humbly prays to be hence dismissed with his Reasonable
Costs and Charges in this behalf most Humbly Sollicited

Sworn to in Court
Oct 25th 1760
James Taylor
Dep

Thomas Stone
Dep
for Edward
Reuben Digby

(1070)

Mayors Court at
Madrasspatnam

Saturday the 15th day of November
Anno Domini 1760

Present
Edward John Holland Esq. Mayor
James Call
Cotton Bow Dent
Edward Saunders
and Tho. Cooper

George Proctor
Edward Gannow
Wm. Webb
Aldermen

Between John Allison of Madras
Inhabitant Complainant and
Reuben Digby Esq. Sheriff of Fort
Saint George 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 the Defendants Answer and Hearing
the Pleadings read of by the Attorneys and on due Consideration
had thereon This Court doth think fit to Order and Decree and
doth Accordingly Order and Decree that the Complainants Bill
to stand Dismissed with Cost
Costs

(1871)

Fiat 27th March 1730

To the Worlde Hee. Mayors
Court at Madraspatnam

Humbly Complaineing Sheweth unto the
Court your Orator John Whitehill of Fort Saint George Esquire That
Crichton Esquire stands Indebted unto your Orator in the Sum
Sum of Eighty Six Thousand and thirty Seven Star Pags
Twenty Nine fanams and forty Cash Current Money of the
Making in Sterling Money of Great Britain at the Rate of
Shillings for Every Pagoda the Thirty four Thousand
and fifteen Pounds one Shilling and five Pence or
will Morefully and at Large Appear by the Copies
Current hereunto Annexed for the Inspection
and Prayed by your Orator to be taken as part of this
Complaint the Original of which is on your Orator part
Ready to be produced when required and your Orator further
unto this Worlde Court that he hath frequently and on
Manner requested payment of the said Sum of Eighty Six
and thirty Seven Pagodas Twenty Nine fanams and forty
But now so it is and May'st Please
Court the said John Crichton Obstinately and wilfully
pay the same or to give your Orator any Manner of Satisfy
touching the Premises your Orator Prays a General Writ
this Worlde Court shall Appear Personally to Equity and

(1872) 209

upon his Corporal Oath full true direct and perfect Answer make
to all and Singular the Matters and things herein before setforth
and Alledged as fully truely and Effectually to all Intents
and Purposes as if the same were here again Repeated and
particularly interrogated and that he may be Decreed to pay
unto your Orator the aforesaid Sum of Eighty Six Thousand
and thirty Seven Pagodas Twenty Nine fanams and forty
Cash with all such Interest as now is or shall hereafter
become due thereon also all Costs of this Suit

May it Please this Worlde Court the
said John Crichton to be Summoned and Required by the Sheriff of
Fort St George Town of Madraspatnam and the Districts thereof personally to
be and Appear before this Worlde Court at a Certain time and place
to be by this Worlde Court prefixed and Appointed then and there
to Answer this your Orator's Bill of Complaint and further to Said
to and abide by such Order and Decree therein as this Worlde
Court shall Seem meet

March 27th 1730
This Bill was shown to me between the Day
of Adjournment Interlocutory Sitting & Court
Court Day

Edward John Nellwyn
Mayor

A Bill
Complainant

Mayors Court at
Madrasputtanam

Saturday the 10th day of November
Anno Domini 1787

Present

Edward John Holland Esqr. Mayor
James Call — George Proctor
Colson Bourdett — Edward Gowan
Edward Saunders — Matthew Webb
Thomas Cooper — Aldermen

Between John Crichton late of Madras but at present of Madras Merchant Plaintiff
and
George Eyre Coxon Crichton late of Madras Merchant Defendant

It Appearing by the Return of the Bailiff that the Space of Six Months the time Limited for His Majesty's Writ Expired since the Return of the Warrant of Separation for the Defendants Effects and that the Defendant has not made Appearance in Court to Answer the Complaint of the Plaintiff doth therefore think fit to order and Direct and it is Accordingly Ordered and Directed that the Defendant shall pay into the Court the Sum of Eighty Six Thousand and Eight Pagodas Twenty Pence Fanams and Forty Cash Specified in the Bond Sued upon together with all such Interest as may become due thereon until full Payment is made into the Court of this Suit

Hear

29th March 1788

To the Honble the Mayors Court at Madrasputtanam

Humbly Complaineth Showeth unto this Honble Court your Orator George Eyre late of Madras Merchant by his Attorneys Andrew Ross and Alexander Cuthbert of Madras Merchants that John Crichton late of Madras but at present of London Merchant stands Indebted unto your Orator in the full Sum of Eighty Thousand Pagodas Current Money of Madras Making Sterling Money of Great Britain at the Rate of Eight Shillings for Every Pagoda the Sum of Forty Thousand Pounds being the Amount Principal of Two Bonds Bearing Date the said first Day of August One Thousand Seven Hundred and Seventy three payable in Eight Months from the date thereof at Sight for Each for Payment one for Forty Thousand Pagodas and the other for Ten Thousand Pagodas given and granted unto your Orator by the said John Crichton which said Bonds or one your Orator Produces and Ready to be produced if Required And whereas your Orator sheweth that since the said John Crichtons departure for Bengal Whether your Orator nor his said Attorneys have heard anything from the said John Crichton respecting the Payment or Discharge of the said Bonds nor has he or they had any opportunity of demanding the same from the said John Crichton and they having Applyed to his Attorneys have been Answered for Answer that

that the said Attorneys have no order Respecting the same

But now to wit the said John Crabtree Alternately and Respectfully Represent to your Honour or to your your Orator any Manner of Satisfaction touching the same your Orator therefore prays a general Relief and as in Duty bound shall ever Pray &c

Court shall Appear Agreable to Equity and your Honours therefore that the said John Crabtree may upon his Corporal full true direct and perfect Answer make to all and singular the Matters and things herein before Set forth and Alledged truely and Effectually to all Intents and purposes as fully as if the same were here upon Repeated and particularly Interrogated and that he may be Decreed to pay unto your Orator the Sum of Thirty Thousand Pagodas together with all such Interest as shall hereafter become due thereon also all Costs of this Suit

May it Please the Worshipful Court to Grant Writ of Subpoena to be Issued and Signed by the Worshipful Town of Fort St George and the Portuguese thereof formerly Agent Upon the Worshipful Court at his Custom House and please the Worshipful Court to Grant and Appointed Hour and Hours to Read your Orators Bill of Complaint and further to Act and do by such Order and Decree therein as to this Worshipful Court shall seem Meet

Dated the 9th March 1778

Harvey Bell
Att. for Comp.

This Bill was Sworn to in the Worshipful Court of Admiralty of Fort St George the 9th day of March 1778 before me

George Proctor

212

Mayors Court at Fort St George

Saturday the 28th day of November Anno Domini 1778

Present

Edward John Maitland Esqr. Mayor
George Proctor
James Call
Edward Gannow
Cotton Bow Dent
William Webb
Edward Saunders
and Thomas Coxon
Aldermen

Between George Smith late of Madras Merchant by his Attorneys Andrew Ross and Alexander Cuthbert of Madras Merchants Complainants and John Crabtree late of Madras but at present of Canton Defendant

It Appearing by the Records of this Court that the Space of Six Months the time Limited in her Majesty Charter & Dispatches since the Return of the Warrant of Sequestration issued against the Defendants Effects and that the Defendant has not made any Appearance or Put in Answer to Complainants Bill 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 Thirty Thousand Pagodas Pags 30000 together with all such Interest as now is or shall hereafter become due thereon until full payment is made thereof all Costs of this Suit

(1779)
Inter the 29th March 1780

To the Honble Sir. Hugh
Coutts. Madrasspatnam

Humbly Complaining. Sheweth unto
Court that your Orator Stephen Popham one of the Attorn
Honble Court that John Crichton Esquire stands indebted
your Orator in the full and Just Sum of Two Hundred and
Pagodas Eighteen fanams and Twenty Cash Current Money
Making in Sterling Money of Great Britain the Sum
Shillings for Every Pagoda the Sum of one Hundred and
Nineteen Shillings and Six pence or thereabouts
and at large Appears by the Copy of an Account hereto
for the Inspection of this Honble Court and prayed by
to be taken as part of this your Orators Bill of Complaint
Orator further Sheweth unto this Honble Court that
ly and most Humbly Manner Requests payment of the
Two Hundred and fifty three Pagodas Eighteen fanams
Cash

But now so it is and may it please this
the said John Crichton Absolutely and wilfully refuses to
regard to pay your Orator any Manner of Satisfaction
Summon your Orator Pays a Grand Rule of such
Court shall Appear Agreable to Equity and your Orator
End therefore that the said John Crichton may appear
fullest Direct and perfect Answer make to all and Sing
Matters and things herein before set forth and Alledged

(1780)

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 Two Hundred and Fifty
Seven Pagodas Eighteen fanams and Twenty Cash with all such
Interest as now is or shall hereafter become due thereon also all Costs
of the Suit

May it Please this Honble Court to Grant the
said John Crichton to be Summoned and Required by the Sheriff
of Fort Saint George Town of Madraspatnam and the Districts thereof
personally to be and Appear before this Honble Court at a Certain
time and place to be by this Honble Court Limited and Appointed
then and there to Answer to your Orator's Bill of Complaint and
further to Stand to and abide by such Order and Decree therein
as to this Honble Court shall Seem Meet

Stephen Popham
Attorney Complainant

March 29th 1780
This Bill was shewn to me in the Stage of
Adjournment Let a Summons issue returnable
Next Court Day
Edward John Monk Mayor

John Crichton Esqr to Stephen Popham Esqr Dr

1779			
May 12th	To the Amount of my Bill Rendered		239 33
17th			
Sept 29th	To Interest on Ditto to this day 2 yrs 6 Mos 3 Days		17 27
			Pagodas 257 17 20

Popham

mak

Mayors Court at Madraspatnam } Saturday the 13th day of Nov.r Anno Domini 1790

Present

Edward John Holland Esq.r Mayor
James Call — George Proctor
Colton Bow Davis — Edward Gowan
Edward Saunders — William Webb
and Hen.y Cooper — Aldermen

Between Stephen Rylee Attorney of this Worlle Court Plff and John Crichton Esq.r Defend.t

It is Ordered by the Record that the Space of Six Months the time Limited in the Charter to Expire since the Return of the Warrant of Attach.t issued against the Defend.t Effects and that the Defend.t not made any Appearance in Court to answer the Complt Bill Hers Court doth therefore think fit to order & Decree doth accordingly Order and Decree that the Defend.t do pay unto the Complainant the Sum of Two Hundred fifty Seven Pagodas Eighteen Fanams and Twenty Cash 257 18 20 together with all such Interest as now is or shall hereafter become due thereon on.t full Payment is made of the Costs of this Suit

Cash

the 6th May 1790

To the Worlle the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Worlle Court your Orator John Pierce of Fort St George Merchant that George Day of the same place Merchant stands Justly and truly indebted unto your Orator in the full and Just Sum of Eighty four Pagodas thirty five Fanams and forty Cash Current Money of Madras Making in Sterling Money of Great Britain after the Rate of Eight Shillings for every Pagoda the Sum of Thirty four Pounds Six Shillings and upwards as will more fully and at large Appear by a true Copy of an Account hereunto Annexed for the Satisfaction of this Worlle Court and which your Orator prays may be admitted as part of this your Orators Bill of Complaint and Whereas your Orator hath frequently and in a most Humble Manner Requested Payment from the said Geo.y Day of the said Sum of Eighty four Pagodas thirty five Fanams and forty Cash But now so it is and May it Please this Worlle Court the said Geo.y Day 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 Subpoena may Issue out of and under the Seal of this Worlle Court directed to the said Geo.y Day thereby Commanding him the said Geo.y Day personally to be and appear before this Worlle Court at a certain Day and then and there upon his Corporal Oath full true Direct and perfect Answer make

make to all and Singular the Matters and things herein
Sett forth and Alledged as fully truly and Effectually to all
and purposes as if the same were here again Repeated &
Interrogated and that he may be Decreed to pay unto the
the aforesaid Sum of Eighty five Pagodas thirty five fanams
forty Cash together with all such Interest as may accrue due
after become Due thereon also all Costs of this Suit

Mayor Reads the Worshipfull
Cause the said George Day to be Summoned and
the Sheriff of Fort St George Town of Madraspatnam
thereof personally to be and Appear before this Worshipfull Court
Certain time and place to be by this Worshipfull Court Limited &
Appointed then and there to Answer the premises
Complainant and further to stand to and abide by such
and Decree therein as to this Worshipfull Court shall seem

6th May 1780
This Bill was drawn to sue between the Days
of Adjournment Let subpoenas Issue
returnable next Court Day

Edward John Holland
Mayor

Chas Brumley
Att.y Complainant

Mr George Day Bot of J. Price

1780					
March 14th	2	Chest Green Tea 39 lb	@ 8 Fs		16. 32. -
15th	3	Do Do 62 lb	@ 10 Fs		26. 33. -
	1	Do Do 19 lb	@ 10 Fs		8. 15. -
	12	Bottles Mustard			6. - . -
16th	12	Do Do			6. - . -
17th	4	Chest Green Tea 25 lb	17/		9. 13. 10
April 5	1	Do Do Tea 22	2 Rs		10. 24. -
				Pags	85. 35. 10

5th May 1780
Mean Copy
Chas Brumley
Att.y Complainant

E. E.
(Signed) John Price

Mayor's Court
Madraspatnam

Tuesday the 28th day of November
Anno Domini 1780

Present
John Holland Esqr Mayor
and Thomas Cooper
Alderman

Between John Price of
Fort St George Merchant Complainant
and George Day of the same place
Merchant Defendant

It Appearing by the Records of this
Court that the Space of Six Months of the time Limitted in his
Majestys Charter is Elapsed since the Return of the Warrant

of Sequestration issued against the Defendants Effects as the Defendant has not made any Appearance in Court to the Complainants Bill This Court doth therefore think fit Order and Decree and doth Accordingly Order and Decree the Defendant shall pay unto the Complainant the Sum of Eighty five Pagodas thirty five fanams Cash (Pags 85.35.00) together with all such Interest as is or shall hereafter become due thereon until full Payment made also all Costs of this Suit

Hear

Fort the 8th April 1780

To the Honble the Governor Council at Madras

Humbly Complaineth Your Orator John Johnson Commander of the Granby now riding at an Anchor in the Port of Madras George Day of Portland George Merchant absent Sheweth unto your Honble Court that your Orator is duly entitled unto the Sum of Four Thousand and forty Pagodas thirty Six fanams for Cash Current Money of Madras, making in Sterling Money of Great Britain after the Rate of Eight Shillings Pagoda the Sum of Seven Hundred and Seven Pounds Shillings and upwards being for Goods Wares and Merchandizes sold and Delivered by your Orator unto the said George

as a Copy Bill of particulars hereunto annexed for the inspection of this Honble Court, and which your Orator prays may be admitted as part of this your Orator's Bill of Complaint will more fully appear and Whereas your Orator hath frequently and in an amicable Manner requested payment from the said George Day of the said Sum of Four Thousand and forty Pagodas thirty Six fanams and forty five Cash

But now so it is and may it please this Honble Court the said George Day Obstinately and wilfully refuses to pay the same or to give your Orator any Manner of Satisfaction touching the premises your Orator therefore prays agreeable to Equity and good Conscience to the End therefore that the said George Day may upon his Corporal Oath full true direct and perfect Answer make to all Singular the Matters and Things herein before set forth and Alledged as fully truly and Distinctly to all Intents and purposes as if the same were here again Repeated and particularly Interrogated and that he may be Ordered to pay unto your Orator the aforesaid Sum of Four Thousand and forty Pagodas thirty Six fanams and forty five Cash together with all such Interest as is or shall hereafter become due thereon with all Costs of this Suit And your Orator shall Pray &c

(1179)

Xbr 30th Octr 1790

To the Worlle the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto
this Worlle Court your Orator James Stringer of Madras Inhabitant
that Whereas your Orator was in possession of a House and Ground
Situate in the Black Town of Madraspatnam that he did let out
and Rent the same to Daniel Shaw one of the Attorneys of this
Worlle Court at the Rate of Twenty Seven Pagodas per Month and
that the said Daniel Shaw has inhabited the said House &
upwards of four years that the said Daniel Shaw hath been
frequently backward in the payment of the said Stipulated Rent
which hath obliged your Orator to file different Bills of Complaint
against the said Daniel Shaw for the Recovery thereof and your
Orator Sheweth that he hath also frequently Requested and
Required of the said Daniel Shaw to vacate the said House
and to give him your Orator possession thereof and also to pay
your Orator the Rent due to him and your Orator Sheweth that
the said Daniel Shaw stands now indebted unto your Orator
for Rent of the said House in the Sum of forty Pagodas and
Twenty two fanams making in Sterling Money of Great
Britain at the Rate of Eight Shillings for Every Pagoda the
Sum of Sixteen Pounds and four Shillings or thereabouts as more
fully appear by Copy of an Account hereunto Annexed for

(1180)

the Inspection of this Worlle Court which your Orator prays may
be admitted as part of this his Bill of Complaint and whereas
your Orator hath frequently and in an amicable Manner
requested payment of the said Sum of Forty Pagodas and Twenty
Two fanams as well as to give your Orator Possession of the
said House from the said Daniel Shaw

But now so it is May it Please
this Worlle Court the said Daniel Shaw Obstinately & wilfully
refuses to pay the same or to give your Orator Possession of his
said House which your Orator charges to be very unjust and that
your Orator sustains great injury thereby as your Orator
Actually want the said House to inhabit the same himself and
that by Reason of being kept out of his House he hath been
under the Necessity of hiring and hireing another at great
Expence and Charges as well as great inconveniences to his
Affairs your Orator therefore prays a general Relief such as to
this Worlle Court shall appear Agreeable to Equity & Good
Conscience To the End therefore that the said Daniel Shaw
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 Forty Pagodas and

and Twenty two fanams and also to give your Orator immediate
possession of his said House also to pay all Costs of this Suit

May it Please this Honble Court to Grant
the said Daniel Shaw to be Summoned and Required by the Sheriff
of Fort St. George Town of Madraspatnam and the Districts thereof
Personally to be and Appear before this Honble Court at a certain time
and place to be by this Honble Court prefixed and Appointed then and
there to Answer this your Orator's Bill of Complaint and further to
stand to and abide by such Order and Decree therein as to this Honble
Court shall seem Meet

Henry DeRieu
Att.y Complainant

Mr. Daniel Shaw

To House Rent from 1st. September to 19th Oct.r 1780 } Pags. 80: 32
1 Month and 18 days @ 2½ Pags. per Month }

Fort St. George
19th Oct.r 1780

Ex.d
for James Stranger

true Copy

H. DeRieu
Att.y Complainant

Filed 11th Nov.r 1780

The Demurrer of Daniel Shaw
of Madras Gentleman, and one of the
Attornies of this Honble Court Defendant
to the Bill of Complaint of James
Stranger of Madras aforesaid Inhabitant
Complainant

This Defendant by Protestation, not Confessing
or Acknowledging all or any of the Matters or things in and by
the said Bill set forth and Complained of to be true, in manner
the said Bill set forth and Alledged,
and form as the same are therein and thereby set forth and Alledged,
saith he is advised that there is matter or thing in the said
Bill Contained good and sufficient in Law to Call this Defendant
in Question in this Honble Court for the same, but that there
is good Cause of Demurrer thereunto, and therefore this Defendant
doth Demur thereunto, and for cause of Demurrer this Defendant
saith, that the said Bill of Complaint is Incertain Insufficient
and Defective in form in so much that this Defendant cannot
put in a full and Direct Answer thereunto

Wherefore, and for divers other Errors & Insufficiencies
in the said Bill appearing, this Defendant doth Demur in Law
thereunto, and humbly Demands the Judgment of this Honble
Court, whether he shall be Compelled to put in any further or other
Answer to the said Bill, and humbly Prays to be hence Dismissed
with

(1093)

with his learnable Costs in this behalf most wrongfully sustained

Edward Hill
for Dan. Shaw
Atty for the Defendt

Filed 14th Nov. 1780

The Joinder of James Stringer
to the Demurrer of Daniel Shaw

The said Complainant saith that notwithstanding
any Matter or thing made use of by the Defendant in his said
Demurrer, the Bill of Complaint of the Complainant ought
to be quashed, but that the Sundry Matters and things therein
set forth, Alledged and charged are good and Sufficient in the Law to call
the said Defendant to Answer to and that the
several pleas made use of in Case of Demurrer are in every respect
untrue and insufficient

The Complainant therefore prays that the said
Demurrer may stand Overruled with Costs and that the Defendt
may be put upon his Answer &c.

Henry Dutton
Solr Complainant

220 (1094)

Extract from the Minutes of a Court Held at the Town
Hall on Tuesday the 21st Day of Nov. Anno Domini 1780

Present

Edmund John Holland Esqr Mayor
James Call — and Thomas Cooper
Aldermen

James Stringer
versus
Daniel Shaw

Bill with an Account Annexed Read
Demurrer Read
Joinder Read

The Demurrer and Joinder Coming on to be Argued and Determined this Day in the Presence of the
Attornies on both sides on Reading the Complainants Bill with an
Account Annexed, the Demurrer the Joinder and on Hearing
the Arguments made use of by the Attornies and on due Consider-
ation had thereon The Court are of Opinion that the Pleas
made use of by the Defendant in his Demurrer are good and
Sufficient Wherefore The Court doth therefore think fit to order and
doth Accordingly Order that the Complainants Bill be thereon
out with Costs

A True Extract

Filed the 9th March 1776 &c

To the Worshipfull the Mayor & Court at Madraspatnam

Humbly Complaining Sheweth unto this Worshipfull Court your Orator Permall Chetty of Madras Merchant the Eldest Son and Administrator of all and Singular the Goods Chattles Rights and Credits which were of Chitty Mootta Chitty Deceased. Letters of Administration to the Estate and Effects of the said Deceased having been so as aforesaid granted to your Orator by this Worshipfull Court, by his Attorney William Hornby of the same place Inhabitant that Coontandalum Chellapah late of Madras aforesaid Merchant stands Indebted unto your Orator in the full and Just Sum of three thousand three Hundred and Sixty three Pagodas thirty five fanams and Twenty Cash Currant Money of Madras making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of One thousand three Hundred and forty Seven Pounds and Nineteen Shillings or thereabouts as will more fully and at large Appear by the Copy of an Account Current and an Assignment with Power of Attorney hereunto Annexed for the Inspection of this Worshipfull Court and which your Orator prays may be Admitted as part of this his Bill of Complaint and your Orator further Sheweth unto this Worshipfull Court that he hath frequently and in an amicable Manner Required Payment from the said Coontandalum Chella-

Pagodas thirty five fanams and Twenty Cash

But now so it is May it Please this Worshipfull Court the said Coontandalum Chellapah Obstinately & wilfully Refuses to pay the same or to give your Orator any Manner of Satisfaction touching the premises your Orator therefore prays a Genral Relief such as to this Worshipfull Court shall Appear Agreable to Equity and good Conscience To the End therefore that the said Coontandalum Chellapah 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 three thousand three Hundred and Sixty Nine Pagodas thirty five fanams and Twenty Cash with all such Interest as now is or shall hereafter become Due thereon also all Costs of this Suit

May it Please this Worshipfull Court to Cause the said Coontandalum Chellapah to be Summoned and as Required by the Sheriff of Fort St George Seal of Madras peculiar the Patriach thereof personally to be and Appear before this Worshipfull Court at a Certain time and future to be by this Worshipfull Court prefixed and Appointed then and there to Answer the premises

Orator

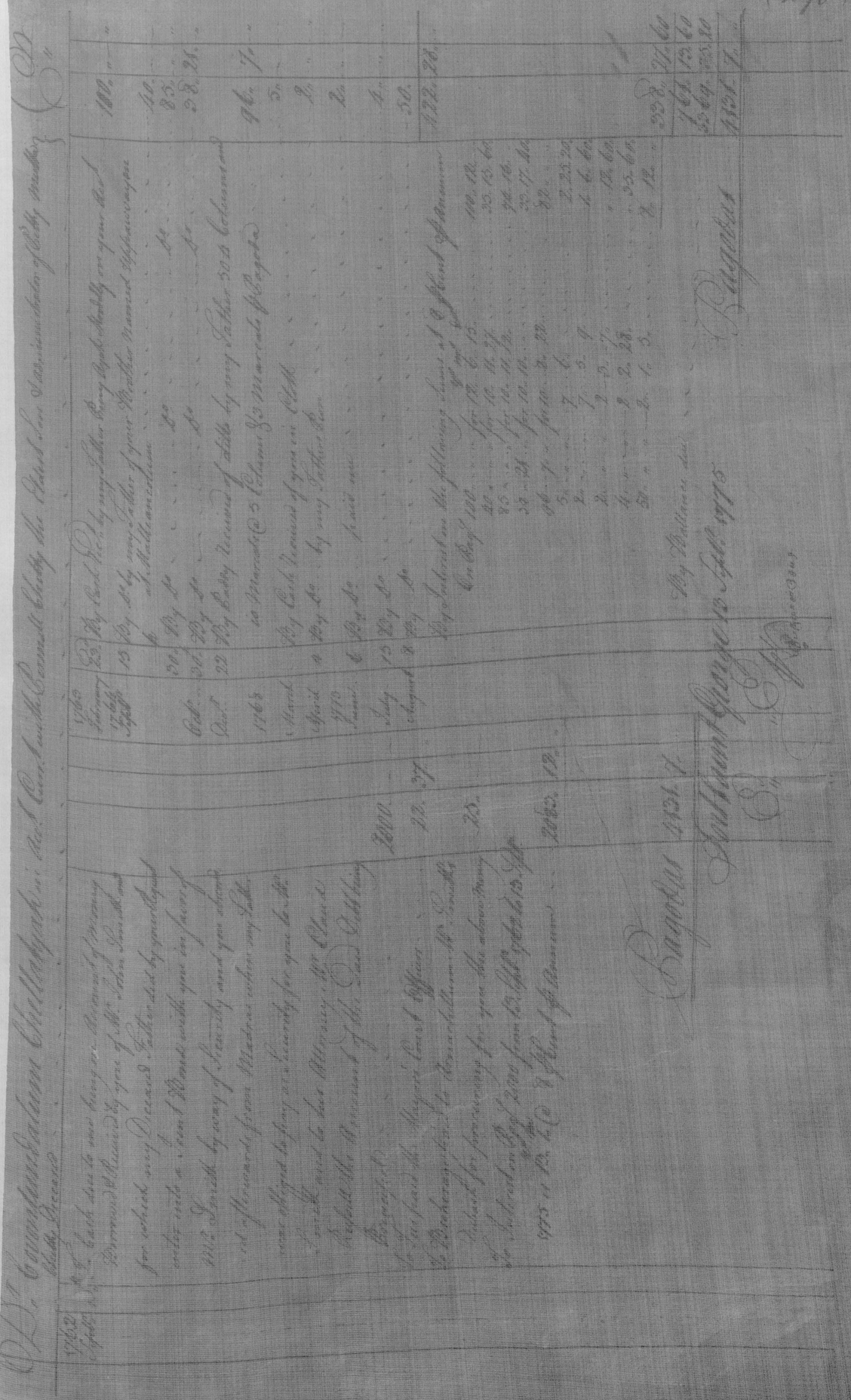
Orators Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Honble Court shall seem meet

John Sykes
Orator Complainant

8th March 1776

Her Bill was shewn to me in the day of Adjournment and the Complainant having Sworn to the Justness of his Demand and that he believes the Defendant is about to Depart from the Jurisdiction of this Court let a Summons Returnable Immediately and Warrant of Arrest Issue thereon

John Ewing
Chancr



(1099

Know all People to whom these presents shall come Greeting

Whereas Cavendundalum Chittapayah at present of Madras Merchant is
on the Ballance of an Account Current herewith Rendered dated this
the thirteen day of September in the Year of Our Lord One Thousand
Seven Hundred and Seventy four stands indebted unto Pennaul Chitty
the Eldest Son and Administrator of Cotty Mootoo Chitty deceased in
the Sum of Three Thousand three Hundred and Sixty Nine Pagodas
thirty five fanams and Twenty Cash Current Money of Madras

Now Know ye that the said Pennaul Chitty for a Valuable
Consideration to him in hand paid by William Hornby of Madras
Inhabitant at or before the Sealing and Delivery of these presents the
Receipt whereof is hereby Acknowledged he the said Pennaul Chitty
hath Assigned and Sworn and by these presents doth Assign &
Set over unto the said William Hornby the said Account Current
and the money or Amount Principal and Interest thereof
and Owing and which may become due thereupon and all his
Right and Interest of in and to the same and every part thereof
and the said Pennaul Chitty for the Consideration aforesaid
made Constituted and Appointed and by these presents doth
Constitute and Appoint the said William Hornby his Executors
and Administrators his true and Lawfull Attorney &
Attorneys Irrevocable for him and in his Name for the Use
and Benefit

(2

(1100

and proper use and benefit of the said William Hornby his Executors
Administrators and Assigns to Ask Require Demand and Receive of
the said Cavendundalum Chittapayah his Heirs Executors & Administrators
the money due and to become due on the said Account Current and
on non payment thereof for the said William Hornby his Heirs
Executors and Administrators to Sue for and Recover the same
and on Payment thereof to Deliver up the said Account and all
other Vouchers Relative to the same and give Sufficient Releases &
Discharges therefore and one or more Attorney or Attorneys under him
to Constitute and whatsoever the said William Hornby or his Certain
Attorney or Attorneys under Him shall Lawfully do in the Premises
the said Pennaul Chitty doth hereby Allow and Affirm and the said
Pennaul Chitty doth Covenant with the said William Hornby that
he the said Pennaul Chitty hath not Received nor will Receive
said Money due or to become due on the said Account Current
or any part thereof neither shall or will Release or discharge
the same or any part thereof but will now and Allow of all Lawfull
Proceedings for Recovery thereof He the said William Hornby Saving
the said Pennaul Chitty harmless of and from any Costs that may
happen to him thereby In Witness whereof the said Pennaul Chitty
hath hereunto set his hand & Seal in Madras this 5th Day of March
in the Year of Our Lord One Thousand Seven Hundred and Seventy four

Signed Sealed & Delivered
(Where Stamps Expire it is to be Read)
in the presence of

Fort the 25th August 1776

The Answer of Countiandatum Chitty
Defendant to the Bill of Complaint of Ramatee
Chitty Administratrix of Petty Mudlia Chitty
Decased by her Attorney William Moody
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 Errors Uncertainties and
Insufficiencies in the said Complainants said Bill
of Complaint and in the Account Current thereunto Annexed contain
ed, for Answer thereunto or unto so much thereof as this Defendant
is Advised doth Materially concern him to make Answer unto
saith that he denies to owe and Indebted unto the Complainant
in the Sum of Three Thousand three Hundred and Sixty Nine
Pagodas thirty two fanams and Twenty Cash or in any other Sum or
Sums of Money whatsoever, and in Answer to the first Charge Exhibited
by the said Complainant of the Sum of Two Thousand Pagodas said
to be due on Account of Money borrowed and Received by this Deft
of Mr. John Smith and for which the Complainant says his
Deceased Father did by this Defendants Request enter into a Joint
Bond with this Defendant in favor of Mr. John Smith by way
of Security and of the further charge that the said Complainants
father was also Security for this Defendant on Account of his

absconding from Madras) obliged to pay the Amount of the said Debt
unto Mr. Claud Russell the said Mr. John Smiths Attorney This
Defendant saith that he absolutely denies to have Borrowed the said
Sum of Two Thousand Pagodas from Mr. John Smith or that he
was Requested the Complainants father to enter into a Joint Bond
with this Defendant in favor of the said Mr. John Smith by way
of Security or on any other Account or Consideration whatsoever,
and this Defendant doth positively deny that he ever did grant
such a Bond as setforth by the Complainant unto the said
Mr. John Smith or signed the same Jointly with any other
person or persons whatsoever, therefore this Defendant doth deny
that the Complainants father did pay unto Mr. Claud Russell
as Attorney to the said John Smith the Principal Sum of
Two Thousand Pagodas on this Defendants Account or on
this Defendant Honorable or responsible unto the Complainant
as Administrator to his said Father the said Petty Mudlia Chitty
or on any other Account whatsoever and in Respect of the Second
charge Exhibited by the said Complainant for the Sum of
Twenty Two Pagodas and Forty Seven fanams for fees paid the
Mayors Court Officers this Defendant doth also deny the same
to be Due or that he is indebted in the said Sum, Further
that

that it Appears to be a most extraordinary charge the same being introduced without any Reason or Cause shewn How the same did Accrue or wherefore this Defendant is or ought to be Charged therewith. This Defendant doth also deny to be Indebted unto the said Complainant in the Sum of Seventy five Pagodas Charged by the Complainant in his said Account Current for Brokerage paid to Ramachittum Mr Smiths Dubash for procuring the aforesaid pretended Loan and saith that the same appears to be a very strange charge without any foundation and whereof this Defendant is entirely unacquainted. and in respect of the Charge of Two Thousand Eighty three Pagodas and Twelve fanams said to be for Interest on the aforesaid Sum of Two Thousand Pagodas this Defendant saith that as he has denied to be Indebted in the principal he consequently denies to be indebted in the Interest and this Defendant for further Answer saith that with regard to the Sum of One Thousand Pagodas Credited by the said Complainant in his aforesaid Account Current as Cash Received by his Father Berry Ryah Mudaly on this Defendants Account and also the other different Sums specified on the Credit side of the said Account Current this Defendant doth absolutely deny that he ever paid the same on Account of the Same or the debit side of the said Account or on any other Account whatsoever

All

All which Matters and things this Defendant is ready and willing to verify maintain and prove as this Honble Court shall direct and humbly prays to be hence Dismissed with his reasonable Costs and Charges in this behalf most wrongfully sustained

Will Berry
Ally Defendant

Filed 26th Jany 1777

The Replication of Cornaud Chitty Administrator to the Estate & Effects of Ally Mootoo Chitty Deceased by his Attorney William Hornby to the Answer of Coumbendatum Chitty

This Replicant now and at all times hereafter saving and reserving unto himself all and all Manner of benefit and Advantage of Exception to the many Errors Untruths uncertainties Insufficiencies and Imperfections in the said Defendants said Answer contained for Replication thereunto saith that he will aver Justify maintain and prove his Bill Complaint and all and Singular the Matter and things therein contained to be good certain true and Sufficient in the Law to be Answered unto in such Manner and form as the same

same are therein and thereby Setforth and Alledged and that the
of the said Defendant is very untrue Evasive and Insufficient in
the Law, and this Replicant further saith that the said Defend
doth stand indebted unto him this Replicant in the full and
Just Sum of Three Thousand and three Hundred and Sixty Two
Pagodas thirty five fanams and Twenty Cash as Setforth & Charged
in this Replicants Bill of Complaint and in the Account Book
thereunto Annexed Notwithstanding the Defendant doth so
absolutely deny the same in his said Answer and on Oath to be
the said Defendants saying that as to the first Charge Exhibited
by this Replicant of Two Thousand Pagodas on Account of Money
borrowed and Secured by the said Defendant of Mr. John Smith
and for which this Replicants Father did by the said Defendants
Request enter into a Joint Bond with the said Defendant as in
the said Defendants Account, and of the further Charge that the
Replicants Father was as Security for the said Defendant Obliged
to pay the Amount of the said Bill unto Mr. Cloud Refused the
said Mr. John Smiths Attorney and the said Defendant absolutely
denying to have borrowed the said Sum of Two Thousand Pagodas
from the said Mr. John Smith or that he ever Requested this
Replicants said Father to enter into a Joint Bond with the
Defendant in favor of the said Mr. John Smith by way of

Security or on any other Account or Consideration whatsoever and the said
Defendant positively denying that he ever did give such a Bond as
Setforth by this Replicant unto the said Mr. John Smith or Sign
the same Jointly with this Replicants Deceased Father or Jointly
with any other Person or Persons whatsoever, this Replicant saith
that such the said Defendants Allegations are very Setfull &
Evasive, as this the said Defendants Agent hereon after named
Executed the same in his the said Defendants Name and on his
Account as herein after mentioned, which is Equally binding on the
said Defendant as if he had Actually Executed the said Bond
himself and in order to Demonstrate to this Honble Court that
this Case was so, and that the said Defendant is Actually
Indebted to this Replicant Agreeable to this present Suit he this
Replicant craves Leave to Setforth, that in or about the Months
of September One Thousand Seven Hundred and Sixty Two
the Defendants agent here named Davy Royle Modeliar
came to this Replicants said Father and desired him to procure
or be Security for the Sum of Two Thousand Pagodas for and on
Account of the said Defendant as he being a Country Man his
Security would not be taken elsewhere, which this Replicants said
Father not desiring to run the Risk of the said Agent made for
the said Defendant Representing him with the same the said
Defendant thereupon wrote to this Replicants said Father & Upon

Letter Dated the Fifth Day of the said Month of September wherein he desired this Respts said Father should keep the said Letter in his Possession as a Voucher and Desired him to proceed Agreeable to the said Agents Directions, as will more fully appear by a Translate of the said Letter hereunto Annexed for Inspection of this Honble Court Marked A and which this Respts Prayes may be Admitted as part of this his Respts the Original whereof which is both wrote and signed by the said Defendant, being in this Respts Custody and ready to be produced for the Inspection of this Honble Court when required this Respt further saith that Agreeable to the said Letter and the said Agents desire this Respts said Father entered into a Bond, in favor of the said Mr John Smith for Two Thousand Pagodas Dated the Fourteenth day of September One Thousand Seven Hundred and Sixty Five Jointly and Severally with the said Agent who Executed the same by the Consent and in the Name of this Complts the said Defendant which Bond Marked B is ready to be produced when this Honble Court may require the same; This Respt further saith that the said Agent Percy Royal Morally Received the Sum of Two Thousand Pagodas and took the same away to the said Defendant and Delivered it to him; that after the time Limited for Payment of the said Bond was Expired

being four Months this Respts said Father sent his Boy Named Baudah Naigapore to the said Defendant for the Principal and Interest in Order to Discharge the said Bond to the said Mr John Smith, the Defendant thereupon offered the said Boy One Thousand Pagodas then, and Promised to send the Remainder in four or five days time but the said Boy having Orders to Receive the whole Refused to take apart thereof the said Defendant then Desired him to wait four or five Days and he would Settle the whole but in the Meantime the Bond which was taken from the said Defendant and given to One Nainah and the said Defendant was put under Arrest and taken by a Guard to Arcot to Settle his Affairs with the Duan there, whereupon the said Boy Returned to Madras to Inform this Respts said Father of the same, and some time after that Mr Percy Royal, the said Mr John Smiths Attorney Demanded of this Respt the said Sum of Two Thousand Pagodas with the Interest thereof from this Respts said Father, who paid him One Thousand Seven Hundred and Sixty Four and on the Twenty first Day of July Pagodas on the Fourteenth Day of February One Thousand Seven following Five Hundred Pagodas more which Sums the said Mr Percy Royal endorsed on or Acknowledged to have Received at the foot of the aforesaid Bond, and the Remaining four

of the said Bond this Respts said Father being unable to Discharge
the same given him for that purpose the said Mr John Smith
Attorney the said Mr Claud Russell Exhibited a Bill of Complt
against him in this Hoble Court for the Ballance due and
claimed Drone against this Respts said Father Dated
the first Day of November One Thousand Seven Hundred and
Sixty three as will Appear not only by the Draft of the Bill
Court in this Respts Custody but also by the Records of this
Hoble Court to which this Respt craves Reference this
Respt further saith that on the Seventh Day of the said
Month of November this Respts said Father paid to the
said Mr Claud Russell a further Sum of Four Hundred
and Eleven Pagodas and Thirty two fanams which he Indorsed
on or Acknowledged at the foot of the said Bond further how
untill the thirty first Day of January then Next ensuing
to pay One Hundred Pagodas more and the remainder untill the
last Day of February thereafter as will Appear by the said Draft
Marked C which is Ready to be produced when this Hoble Court
may Require the same, but this Respts said Father being
unable to pay the Ballance of the said Drone agreable to the
above terms the said Mr Claud Russell took out a Warrant of
Execution and Seized on this Respts said Father's House

and Effects, this Respts said Father thereupon Mortgaged
his House and Discharged the whole, that is to say, on the Tenth
Day of May One Thousand Seven Hundred and Sixty four
One Hundred Pagodas, and on the Eleventh Day of September
One Thousand Seven Hundred and Sixty five One Hundred
and Nineteen Pagodas thirty four fanams and Sixty Eight
Cash in full, and the said Mr Claud Russell as Attorney
to the said Mr John Smith indorsed those Sums Likewise
on or Acknowledged the Receipt of them at the foot of the
aforementioned Bond and further says, I Certify that those
"Sums were Received from Mootoo Chitty Only &c
Claud Russell &c

All which said Matter and this Respts Doth not be
Sufficient to show unto this Hoble Court that this Respts
said Father not only Entered into the said Engagement for
and on Account and behalf of the said Defendant But also
that he was Obliged to pay and did Actually pay the whole
Amount of the said Bond both Principal Interest and
Costs which was agreed Handsome on this Respts Father,
and the said Defendant denying the same Instead of
Repaying the Money so by this Respts Father paid on

his Account as aforesaid shews how unwilling the said Defendt
is to render this Replicant the least Justice, but this Replicant
humbly hopes and Doubts not but by the aid and Assistance of
this Honble Court he shall be able to Recover what the said Defendt
Unjustly withholds and doth still so withhold from this
Replicant, the said Defendant doth also in his said Answer
deny the Second Charge Exhibited by this Replicant for the Sum
of Twenty two Pagodas and thirty Seven fanams for Sundry
to the Mayors Court Officers to be Sued or that he is Answerable
on the said Sum and further says that it Appears to him
to be an Extraordinary Charge being introduced without any
Reason or Cause shewn how the same did Become or wherefore
he the said Defendant was or might to be Charged therewith
In Reply thereto this Replicant saith that on the twenty first
June since that time happened he hath Received some part
of the Bills for the Fees or Costs of the said Mayors Court
from the aforesaid Dewan it must in Consequence be inferred
that the same must be paid Agreable thereto But this
Replicant has Charged the same Agreable to his said Sales
Account the said Defendant doth also deny to be Indebted
to this Replicant in the Sum of Twenty five Pagodas Charged

by this Replicant in his Account Current for Brokerage paid to
Arnachellum the said Mr Peter Smiths Dubash for procuring
the aforesaid Sum of Two Thousand Pagodas, and saith that the
same Appears to be a very strange Charge without any foundation
and wherein he the said Defendant is entirely unacquainted, in
Reply thereto this Replicant saith that the said Sum of Twenty
five Pagodas for Brokerage was Settled with the said Arnachellum
by the aforesaid Agent to the Defendant, Dary Rajah Moodely
and this Replicants said Father, after the said Agent went away
with the Money, was obliged to pay the same to them the said
Arnachellum who is now on this place and Ready to Testify
the truth of the same, and as the same was so agreed on and
done by and with the Assistance and Sanction of the said
Defendants said Agent in order to get the said Money Lent
this Replicant doubts not but this Honble Court will be pleased
to Decree the said Defendant to pay it as well as the Rest,
the said Defendant further saith in Repect to the Charge
of Two Thousand and Eighty three Pagodas and Twelve
fanams by this Replicant made for Interest on the aforesaid
of Two Thousand Pagodas that as he hath denied to be indebted
in the Principal he Consequently denies to be indebted in the
Interest

Interest, In Reply thereto this Repliant saith, that having as he hopes, made it Appear to this Honble Court that the Principal Just and Right the Interest must in Course be Just also, and this Repliant doubts not but this Honble Court will be pleased to Order the said Defendant to pay it, and as the said Defendant for further Answer saith that in Regard to the Sum of One Hundred Pagodas Credited by this Repliant in his aforesaid Account Current as Cash Received by his said Father Berry Ayah Moodelly on the said Defendants Account he the said Defendant denies that he was paid the same, in Reply thereto this Repliant saith that it is true that the said Defendant Artfully pretends he did send pay the same and other Sums Credited, whereas this Repliant has not so Credited the said Sum and some of the other Sums as Received from the said Defendant himself but on his Note But in order to Explain the said matter of the said pretended of the said Sum of One Hundred Pagodas this Repliant begs leave to Set forth that after this Repliants said Father had Discharged the said Bond to the said Mr Peter Smith he went to Arcot where the said Defendant then was in Confinement and Requested him with the whole of the Proceedings as before Set forth and what Measures the same had been

him unto upon his the said Defendants Account in being Security and being Obliged to pay the said Money for him and desired him to Repay him the same, whereupon the said Defendant borrowed One Hundred Pagodas from one Berry Ayah Moodelly there and paid the same to this Repliants said Father, That is to say, the said Defendant gave the said Berria Ayah Moodelly a Bond or Writing Obligatory for the said Sum of One Hundred Pagodas and he the said Berriah Ayah Moodelly paid the same to this Repliants said Father on his the said Defendants Account and desired him to Wait until his Defendants Account and desired him to Wait until his Brother or he came out of Confinement that he had some Joys at his Father in Law House and he would Pay them and pay him, and some time after the said Defendant sent another Letter to this Repliants said Father the Purport of which was that he should be soon Released from Confinement and then would Settle the matter with this Repliants said Father to his Satisfaction a Translate of which Letter is hereunto Annexed for the Inspection of this Honble Court Marked D and which this Repliant prays may be admitted as a further part of this his Replication, the Original being ready to be produced for the Inspection of this Honble Court when Required

pray

this Respdt further saith that some time after this Respdts said Father had Received the said one Hundred Pagodas he went again to Arcot in Company with one Coreapah Chitty and Moda Modelly two of this Respdts said Fathers Principal Creditors who would not leave him untill they Received their Money, and the said Defendant had promised before that as soon as either he or his Brother were Releasd from Prison, that they would call the said Joys and Pay the Money and the said Defendants Brother Named Ayyoovingar being Releasd this Respdts said Father went to the said Defendant and Demanded the Remainder of the Money due, whereupon the said Defendant gave a Letter to this Respdts said Father to carry to his said Brother at Mulayangalam, in which he desired him to pay to this Respdts said Father the Sum of Five Hundred Pagodas and this Respdts said Father went thither and Delivered the said Letter to the said Defendants Brother who paid at Different times the Sums Specified in the Credit side of the Account Current Except the last Article of Fifty Pagodas which was paid after wards by the said Defendant as hereinafter mentioned, which Sum this Respdts Father said Creditors Received immediately which they can testify the truth of this Respdt further saith that his said Father Afterwards Departing this life this Respdt and

his Uncle Named Nonah Chitty went to Arcot and told the said Defendant that this Respdts Deceased Father had Received only about two Hundred and Seventy Pagodas from his said Brother on Account of the said five Hundred Pagodas which the said Defendant gave an order on his Brother for and - exacted on being paid the Remainder on which the said Defendant sent for his son from Cuddalore and Ordered him to pay to this Respdt the Sum of Two Hundred Pagodas and moreover Deposited in this Respdts hands three Bonds, two of which were in favor of the said Defendant & the other in favor of his Brother the said Ayyoovingar and others, by way of Security that if the said Defendants Son could not make up the said Four Hundred Pagodas the Amount of them Bonds was to Collected - to make up the same, the Original Bonds are now in this - Respdts Possession and Ready to be produced when required by this Honble Court, the Amount of which said Bonds the said Defendant or his Brother was to Collect and pay to this Respdt which they Never did, This Respdt further saith that the said Defendants Son came with him this Respdt and his said Uncle to Madras and went to the Nabob Durbar to get an Order to Receive the Pawtidges or Share of Paddy from the Country of Cuddalore which Amounted to Two Hundred -

Pagodas which he was to pray to this Respondent, but as soon as he
Received the said Order he went away without acquainting this
Respondent and Applied the money to other Uses, not paying this
Respondent any part of it, and about a Month afterwards the said
Defendants said Son coming again to Madras, this Respondent
having Notice of the same applied to the said Mr. John Smith
who sent for the Defendants said Son and Ordered him to
Pay the Debt, and the said Mr. John Smith well knowing
the same to be Just he, as a Justice of the Peace, Ordered the
Defendants said Son to be put in the Polligars Custody and
would not Release him untill the Debt was paid, and he
remained there four or five Months when the Defendant came
to Madras from Bengal, and this Respondent having Information
of that Released the said Son and Complained again to the
said Mr. John Smith who sent for the said Defendant and
Ordered him to pay the said Debt, whereupon the said
Defendant promised the said Mr. John Smith faithfully that
as soon as he had Transacted his Business with the Nabob
he would take this Respondent with him to his Country and
Pay him Immediately Five Hundred Pagodas and the
Remainder in a Stated time, on which Promise the said
said Father Afterwards Departed

Mr. John Smith and this Respondent likewise agreed to the same
But as soon as the said Defendant had finished his Business
with the Nabob he went away Secretly without Acquainting
this Respondent thereuith and this Respondent Applied again to
the said Mr. John Smith who sent his Son with this
Respondents Brother to the said Defendant at Coontumbalum with
Orders for him to pay the Five Hundred Pagodas agreeable to his
Promise or on non payment thereof to bring him Prisoner to
Madras, and on the Son and this Respondents Brother Arrived
there the said Defendant Promised to pay them Day after Day
and kept them there for the Space of two Months and this
Respondent hearing Intelligence of the same sent another Son, this
Defendant then paid only Fifty Pagodas which is the last
Article on the Credit Side of the said Account Current and
sent the said Mr. John Smiths Son and this Respondents
Brother back, hoping this Respondents Son would Undertake to
Promise to pay him the Remaining Four Hundred and fifty
Pagodas over and Dispatch him unto the Waiting some time
and finding no likelihood of being paid came away, From which
said Circumstances this Respondent humbly hopes it will plainly
and clearly Appear to this Worthy Court that his this Respondents
Demand and Action are Just and that the said Defendants

1169

Allegations in his said Answer are unjust and without foundation, and also that the Respondents said Father as well as the Respondent have been a very great Sufferer by her the Respondents said Father having done a Friendly act for the said Defendant and by her the said Respondents Conduct relative thereto

All which matter and things the Respondent is Ready and willing to verify Maintain and prove as this Honble Court shall Direct and most humbly Prays as in and by the said Bill of Complaint he hath already Prayed

Solan Sykes

Solr for the Respt

A

Translate of a Copy Letter from Chittabad to Mate Esq at Madraspatan

The 5th of this Month I am very well in Health and Constitution and hope to hear the same from you, I have heard that you are Transacting all my Buisness and what money you borrow you are afraid is too much for you to be Security for as you acquainted Dewy Rayah Moodelier, he wrote me a but Book to discouraged for any Sum you may be Security for don't fear, I Sent a great many Chits and have agreed concern, you was Sure

2 33 (1120)

for the first Six Months, but nine not for the Second Six Months, the Chumbah Paddy Harvest comes in, then shall have plenty of Money, you know very well my Circumstances and likewise my Inclinations that I never give trouble to my Creditors, therefore how could you think so of me, this Year I work much and you are like to have good Profits since you have assisted me, I have had good Success and all my Fortune is your's and this Year you and I shall enjoy good Health and be Desirous of any thing happening, the Cowar Money will be easily paid and good profits besides, now you take much pains in my Affairs but that won't go unrewarded with good Profits; was I to write all that is on my mind to you or a Cadjan it would appear to you flattery; but in time you will find it out

For the Creditors I never did nor never will deceive them but Satisfy them the Get Venalah Hillapetty is Strong that I won't deceive the Creditors, and this Cadjan wrote with my own hand which keep in your Possession and carry on my Business with and by the Advice of Dewy Rayah Moodelier like as if it was your own once, with Dewy Rayah Moodelier you should come and Speak with me, if I deceive you I can't get Victuals for you and I am work prosperity in the Districts of Wanda work which I hope in a little time you will be relieved of

I

I could deceive my Parents I would not deceive you, I wish not have you suspect, but proceed by Davy Rajahs Modelliars Advice to procure Money and do your utmost Security for it

(Signed) Chellatayah

A True Translate as near as can be from the Cingalese into Malabar Language by Davy Kaick Lascar Court Interpreter

Solon Sykes

Actg for Ryotland

D

Translate of a Cingan Letter from Chittatah to Master Chitty at Madras

My Good Wishes come unto you, I am in Health at present and hope to hear the same from you, I Received your Letter by Conjeveram and Bittah have Perused the same and observe the Contents and also from him by word of Mouth, I have no Laughs or but I ever dream of dreaming of you, when your Friendship and mine Commenced we both wished One Another Luck and a Continuation of Friendship and have Carried it on, but we know not the Lord Gods Protection, I did desire you to be Security for me, and the time the Money was going to be Collected the Cowley of Rentor was taken from me and I

I Carried to Arcot and Remained in Prison for two Years, as you Stood Security for me to my Creditors and was not able to pay them you having took much pains left your own Place with your family and came to mine and thereto had much trouble, I don't know what Sins we Committed in the last Transmigration to be so tormented, but God Ordered all this in this Life, help me as much as you can, you never deceived me, nor I never intended to hurt you, I don't know I have Ancidently done that you and your Family should Suffer on my Account, I have got a bad Character but we all can consider Gods Pleasure, to my knowledge I never deceived you neither to Sinfuldid in future, I am not able to come out and have no proper Person to Manage the Business with you therefore you have met with so much Trouble, but all the trouble same time as over, for in the Month of November I shall meet with a good home, shall come out and come thither and take all the trouble on my self if you have not with enough but will take care you need with no more

On Account of you I have wrote Appovenger a Hundred Letters, I have wrote to people who will advance money and no Person does get your Offer Letter I wrote a great deal to Appovenger and he will pay you two Hundred and Fifty Pagodas or what he pleases to furnish you with, Pleases God and by to your Country with your family God however I must leave you

to Stay and Marriage for me the space of one Month longer, in the interim I shall come out and Settle to your Satisfaction therefore content yourself and dont be uneasy you will informed of the Issue of this Affair by Vencataramiah Pillah what can I say more

A True Translate as near as can be from the Original in the Malabar Language by Davy Rauch Sworn Court Interpreter

John Taylor

Attyfor the Defendant

Filed 29th April 1777

The Amended Rejoinder of

Coontandelum Chetty to the Replication of Bennett Chetty Administrator to the Effects of Petty Master Chetty Deceased by his Attorney William Hendley

Her Defendant

now and at all times hereafter Saving and reserving to Herself all manner of Advantage of Exception to the many Errors Uncertainties Insufficiencies and Imperfections in the said Replication Contained for Rejoinder thereunto saith that her Defendant Replicants Bill of Complaint and all and Singular the Matters and things therein Contained so far as the Same

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 and the Matters and things therein Contained are very Untrue Evasive and Insufficient in the Law, and this Defendant saith that she cannot nor doth in her said Answer to be Subtitled unto the Replicant in the Sum of three Thousand three Hundred and Sixty Nine Pagodas thirty four Fanams and Twenty Cash or in any Sum or Sums of Money whatsoever and this Defendant doth absolutely deny that her Answer or either Insufficient or Evasive it being drawn According to the Charge laid by the Replicant in his Bill of Complaint but this Defendant saith that the Replicants Replication is very Insufficient and Evasive Containing Matter not Warranted by the Bill, from which the Replicant has taken upon himself to Depart and to form his Charge upon a Different footing for this Defendant doth humbly Crave leave to Observe that there is a Wide Difference between a Charge of a Transaction done and Committed by one person and a Transaction carried by another by her Order, and Circumstances may so vary in the two Cases as to Render them different upon an exact detail and Specification of incidents, than they may Appear upon a general exposition only, for which Reason this Defendant saith that the Replicant should have Set forth in his Bill of Complaint the Matter Contained in her Replication, when this

Defendant would have Answered Accordingly, and which Answer being upon oath would have avoided their Defendants at Costs
According to the practice of the Law, whereas in the present case
the Replicant having Varied the Nature of his Charge in the
Replication from his Defendants Defence in his Respective Answer
his Rejoinder must be of his Answer, which is in Consequence
ineffectual of this duration of the Replicants Charge at Large
Valid, but this Defendant humbly hopes that this Honble
Court will be of Opinion that as the Charge of the Replicant
Contained in the Replicants Bill of Complaint as the Said
and Cause of Action has been Assigned over to the Replicant
Attorney in Order to institute the present Suit before this
Court, that the present duration or Departure in the pleading
Contained in the Replication cannot be Warranted by Law
by the said Assignment which is of a Distinct Matter
from that Charged in the Replication for all which Reasons
as the said Replication and all the matter and things
Contained are false and Untrue this Defendant Craves
Leave to say for him to make any further Rejoinder thereto

All which matters and things this Defendant
is Ready and Willing to Aver Maintain and prove as this
Honble Court shall Direct and Most humbly prays

by his said Answer he hath Already prayed

Henry DuPuy
Atty for Defts

1126

Interrogatories to be Administered to such
Witnesses shall be produced Sworn & Examined
on the part and behalf of the Complainant
in a Certain Cause now depending and at
Issue in the Hobble the Mayors Court at
Madras wherein Ronald Petley
Executor to the Estate of Mistress Elizabeth Petley
late of Madras Merchant Administrator of all
& Singular the Goods Chattles Rights
and Credits of Petty Made Petley Deceased
by his Attorney William Hornby of the
same place Inhabitant is Complainant
and Constantine Phillips & Defendant

To all the Witnesses
1st Do you know the Parties Complainant and Defendant in the
above Cause or either of them, If yea how long have you or known
them or either and which of them Before
2d Was you or was you not Present to John Smith Esq
late of Council at Madras, in the Year of Our Lord one Thousand Seven
Hundred and Ninety two, If yea, Did or did not Mary Ryall Petley
on or about the Month of September in the said Year Execute

Seven Hundred and Sixty Two Apiece to you and desire you to go
to the said Mr Smith for the Loan of Two Thousand Rupees or
other and what Sum of Money for and on Account of Cumtandee
Chittalaya the Defendant in this Cause, If you Did or did not
said Davy Rajah Modelly or Applied to you on his Behalf by
Gomastah or Agent to the said Defendant what Answer did
you to the said Davy Rajah Modelly's Application? Did
or did you not tell the said Davy Rajah Modelly that his
said Defendants Bond would not be taken alone or Accepted
him or them belonging to the Country or being Country Born
or for any other and what Reason? and did you or did you
the said Davy Rajah Modelly that if he would get Security
Execute or Sign a Bond Jointly with him on Account of the
by way of Security for the said Money that you would Speak
said Mr Smith to let him have the Sum of Money to be
Account of the Defendant or otherwise and how? the whole
Matter According to the best of your knowledge Remembrance
and belief fully and Particularly Declare. 4

To Cumsoorumah Chittalaya 5th D. you or do you not know or are you
you not Acquainted with the Hand Writing of Cumtandee
Chittalaya the Defendant in this Cause? If yes Do you or do you
know or verily believe that the Cowpon Bond now produced and

Shown to you at this the time of your Examination Marked A.8
the Name Chittalaya thereunto subscribed is or is not of her the said Defendant
Hand Writing? Declare.

To Arnachellum 1st D. Did or did not Davy Rajah Modelly the Defendants
Agent procure Pelly Monia Chetty or the Sette of them hereinafter
Named to be Security for the money which he the said Davy
Rajah Modelly Applyed to you for on Account of the said
Defendant as beforementioned? If Yes did you or did you not
Speak to the said Mr Smith to Lend the said Money to the said
Davy Rajah Modelly on Account of the said Defendant and
whether on his the said Davy Rajah Modelly Executing or
Signing a Bond for the same in the Name of the said Defendant
and the said Pelly Monia Chetty Executing or Signing the
said Bond by way of Security for the said Money or otherwise
and how? Did or did not the said Mr Smith Advance or
Lend the said Money Accordingly? If yes how much Money
did the said Mr Smith or Advance or Lend and who
Received the same or to whom was it Delivered and whether or
Received of the said Defendant or otherwise and how? was or was
not the said Money afterwards Returned to the said Defendant
or Appropriated to his the said Defendants use as you have
been Informed or do believe? Was you or were you not Present
and did you or did you not see the said Davy Rajah Modelly

1129

and Petty Monta Chitty Execute or Sign and Seal a Bond or Paper Writing now produced and shewn to you at this of your Examination Marked B the same which they the Davy Rajah Moodelly and Petty Monta Chitty as I have Signed and Sealed and gave me the said Executor and what is wrote in the Malabar Language Opposite the which Appear to the said Bond or Obligation of the Davy Rajah Moodelly and Petty Monta Chitty Respectively. What is so wrote Opposite the first of the and by whom was it wrote? and what is so wrote Opp of the said Seals and by whom was it wrote? Have or did De Rozario whose Name Appears as a Witness to the or Obligation procured at the Executing thereof and the Name Paul De Rozario and Annexed thereto as Witness to the said Bond or Obligation of him the De Rozario and your Hand writing Respectively? Did not you and the said Paul De Rozario or either of you Subscribed or Explain the said Bond or Obligation said Davy Rajah Moodelly and Petty Monta Chitty by Executed the same? Is or is not the said Paul De Ro or Dead? the whole of these matters According to the your Knowledge Remembrance and belief Declare and

Ditto — 5th Did or did not the said Davy Rajah Moodelly or Acting for and on Account of the said Defendant Agree to pay or give you Twenty five Pagodas or any other and what Sum of Money by way of Brokerage for Procuring the Loan of the said Money and the Trouble you had about it? If Yea, Did or did not Customary on Madras for Pitachee or Broker Acting in that Capacity to receive Brokerage on the Transacting of Money Business or Matter of this Nature, and at what Rate or how much per Cent? Did or did not the said Davy Rajah Moodelly Pay you the said Brokerage or Sum as aforesaid Agreed on, If not, Did you or did you not after the said Davy Rajah Moodelly's Departure from Madras with the said Money Demand the said Brokerage from the said Petty Monta Chitty and did or did not the said Petty Monta Chitty Pay the same? If Yea, Did you or did you not on Demand the same from the said Petty Monta Chitty on Account of her having become Security for the said Money or Moneys and how? The whole of these matters fully and Particularly Declare

Pursuant to Rule 6th Did you or did you not know or Serve Petty Monta Chitty Named in the Fifth of these Interrogatories Named in the Capacity of Executrix or otherwise and how and Did you or Did you not thereby become Acquainted with her Affairs and Transactions? If Yea, Do you or do you not know that

But the said Betty Nota Chitty did pay the sum of £
Expenses or any other and what Sum of Money to Procure
to Mr. John Smith for Brokerage or Procuring the Loan
Thousand Rupees or any other and what Sum of Money
said Bond of him the said Betty Nota Chitty and
Chitty on Account of this Defendant or Did Cause
or is it not Customary for Brokers to Procure or be
or such Occasions and at what Rate or Sum must
To Pungiah Moodelly 7th Q. Is you know or do you not know
Davy Royah Moodelly did or did not ever about the
On Thousand Seven Hundred and Sixty Six Execute
for Confirmation Challenge 8th Defendant on Behalf
Agent Deputy or Guardian on Record and Entered
the said Davy Royah Moodelly did or did not Attest the
Defendant on Becoming Bound for him and giving
Seal on the said Defendants Recognizance on the 8th said
Account? Q. Is you or is you not Know whether the said Betty
Moodelly did or did not Procure the money on Bottomry in the
Cause or any other and what money from Mr. John Smith
for and the Deceased Betty Nota Chitty Obligee Bond. a Did
not the said Betty Nota Chitty Enter on a Bond with Mr
Davy Royah Moodelly on Account of the said Defendant by
Security only or Sureties and how? who Executed the

Money? Did or did not the said Betty Nota Chitty Discharge
the said Bond on Account of her being Security or Surety and how
the whole of these matters according to the best of your knowledge &
Remembrance Information and Belief fully and Particularly Declare
Transactions 8th Q. Did or did not the said Mr Smith at any time after
the said Transaction have Orders to go to Vizagapatam, If yes
Did or did not the said Mr Smith Applied Mr Gland Refuse his
Attorney If yes, did or did not the said Mr Smith leave any Papers
Business or Affairs in the hands or under the care Direction or
Management of the said Mr Rufell If yes, Did or did not the
said Mr Rufell, If yes, Did or did not the said Mr Smith
during the Time he the said Mr Rufell If yes Did or did
in their Care with the said Mr Rufell If yes Did or did
not the said Mr Smith Order Direct or Appoint you to act under
the said Mr Rufell in the Management of his the said Mr
Smiths Business or Affairs as left in the hands or under his
care of him the said Mr Rufell? If yes, Did you or did you
not thereby become Acquainted with every thing that passed
or was done Relative to the said Bond? Declare

To Bandah Vaiguan 6th Witness or was you not in the Service of Betty
Nota Chitty on the 7th of these Interrogatories named on or about
the Years One Thousand Seven Hundred and Sixty two or One
Thousand Seven Hundred and Sixty three, If yes, in what Capacity

the whole of these Matters According to the best of your knowledge
Remembrance and belief fully and Particularly Declare . —
Annachellume 18th Dec or did not the said Mr Rafell as Attorney to
the said Mr Smith after the Execution of the said Limited Bond
the said Bond in Question in this Cause for Payment of the
Amount thereof was Duped Demand or Order you to Demand
the Amount of the said Bond from the said Betty Moola
Chitty If Yea, where were the Defendant on the Day and
last Ages Dacy Rajah Modelly at that time was or was
not the said Betty Moola Chitty on Account of his leaving
become Security for the said Defendant Alleged to pay the
Amount Principal and Interest of the said Bond, If Yea
Did or did not the said Defendant pay the same at the
Respective time and as Appears at the foot of the said Bond
or Obligation marked B and produced and shown to you? was
or was not as Appears at the foot of the said Bond or Obligation
wrote by the said Cloud Rafell, and are or are not the Names
Cloud Rafell for Mr Smith, Cloud Rafell and the words
and Name I Certify that all their Sums were Received from
Moola Chitty only Cloud Rafell of her the said Cloud
Rafell Hand Writing? Did or Did not the said Cloud
Rafell as Attorney to the said John Smith Esquire Bill
of Complaint in the Hostile the Mayors Court against the

said Petty Monte Chilly for any part of the said Amount of the
Bond, If yea, did or did not the said Court Grant a Decree for
same, If yea, Is or is not the Decree or Paper writing now for
and Shewn to you at this the time of your Examination Mark
the same which was Granted in the 2d Occasion. & Sett
what is wrote at the foot of the said Decree Commencing
"Fort St George" and Ending "thereafter" and who the Name Clerk
thereunto set or Subscribed of him the said Clerk Ruffells Hand
Did or did not the said Petty Monte Chilly also pay the Cost of
said Suit. The whole of these matters According to the
Knowledge Remembrance Information and belief fully and
Particularly Declare.

To Paswanunnee Pillah 11th Do you or do you not know whether
was or was not Commenced by Claud Ruffellas Attorney
Smith Against Petty Monte Chilly in the Title of these
Named at any time in or about the Year of Our Lord One
Seven Hundred and Sixty three for or on Account of all
of the matter in Question in this Cause, If yea, Did or did
the said Petty Monte Chilly Pay any and what Sum of
for the Costs of the said Suit. The whole of these matters
to the best of your knowledge Remembrance Information and
fully and Particularly Declare.

Paswanunnee Pillah 12th Did you or did you not at any time
in or about the Year of Our Lord One Thousand Seven Hundred
and Sixty three go along with Petty Monte Chilly Defend in the
Title of these Interrogatories Named to Accot to Demand any
Money from the Defendant in this Cause either on Account of
the said Petty Monte Chilly having been Security for the said
Defendant for any Sum of Money to Mr John Smith late of
Fort St George or on any other and what Account was or was not
the said Defendant in Confinement at that time. Did or did
not the said Petty Monte Chilly say or Demand any thing
to the said Defendant on the said Occasion, and did he or did
he not Demand any money from him on the before mentioned
Account, If yea, Did or did not the said Defendant Pay
any and what Sum of Money either from one Pay Oyar Monthly
or any other Person to Pay to the said Petty Monte Chilly
on the Account before mentioned, and was or was not the same
paid to the said Petty Monte Chilly Accordingly as you
know, have heard or do believe Declare.

Gillo 13th Did or did not the said Defendant after Payment of
any Sum of Money to the said Petty Monte Chilly on the
Account before mentioned or Alluded to desire him the said
Petty Monte Chilly to meet with him the said Defendant or

1127

her Brother came out of Prison, If you, Did or did not the
so desire the same either because he said he had come of
Father in Law's Horse or otherwise and how? and did or
the said Defendant say he would sell away Boys and Boy
Pelly Mooka Chitty? The whole of these Premises fully
Particularly Declare.

To Parasooramen Pullah
and
Vandapaah Chitty

} 13th Do you or do you not know
believe that the Cadjan Writing
produced and shown to you at this the time of your
marked D. is or is not of the Hand Writing of Vandapaah
Chittaya the Defendant in this Cause? Declare.

To Vandapaah Chitty
and
Mooroo Mootelly.

} 15th Were you or were you not formerly
of Pelly Mooka Chitty Deceased in the
Subscription Marked A any time more about the Year of
One Thousand Seven Hundred and Sixty Four or at any
and when, If yes, Did you or did you not Apply to and pray
said Pelly Mooka Chitty for the Payment of your Debt
upon him, If yes, Did you or did you not go along with the
Pelly Mooka Chitty to Accost to Contemplation Chitty
Defendant in this Cause either to Demand from him
Loan Lent or Entrusted to the said Pelly Mooka Chitty or for

hopes of getting all or Part of the said Pelly Mooka Chitty's Debt
to you respectively paid? Was or was not the said Defendant
then in Prison? and was or was not his Brother Appovengar
Released or at any other and what place? Did or did not the
said Pelly Mooka Chitty Demand the Money due to them
from the said Defendant, If yes, Did or did not the said Defendant
thereupon give the said Pelly Mooka Chitty a Letter to his said
Brother at Malayangalum or any other place, If yes, Did
or did not the said Defendant on the said Letter desire his
said Brother to pay the said Pelly Mooka Chitty the Sum
of Five Hundred Pagodas or any other and what Sum of
carry and Deliver the said Letter to the said Appovengar
the Defendants said Brother, and did you or did you not
Accompany him, If yes Did or did not the Defendant
said Brother pay any Sum or Sums of Money at any time
or times on Account of the said Defendants Debt to the
said Pelly Mooka Chitty in Consequence of the said Letter,
If yes, what Sum or Sums of Money did the said Defendant
said Brother so pay and at what time or times Did
you or did you not at Creditor of the said Pelly Mooka
Chitty Receive the Sum or Sums of Money which the
Defendants said Brother so paid on Account of your Respective
Principal the said Pelly Mooka Chitty? The whole of these

Matters According to the best of your Knowledge Remembrance and belief fully and Particularly Declare.

To Sanasooranam Pillah 1st Do you or do you not know Aiyaswamy a Brother to the Defendant in this Cause did not either in Consequence of the said Defendants Interest have Pay any Sum or Sums of Money at any time or times or give or Deliver any other Thing or Things or Bond Debt or Sum of Money due from the said Defendant to Mootoo Chetty or the Late of these Interrogatories Mentioned If yea, what Sum or Sums of Money or other Thing or Things the said Defendants said Brother so Pay or Deliver on Account of the said Debt and at what time or times and to whom fully and Particularly Declare

To Ditto 2d Did or did not the said Petty Mootoo Chetty Deceased Hannah Nanah Chetty and her Son Arunachellum Chetty Complainant or Complainants in this Cause at any time or times after the decease of the said Petty Mootoo Chetty Direct to tell the said Defendant that he the said Petty Chetty was dead and did they or did they not also go to Live in the Premises of the said Defendants Debt to the said Petty Mootoo Chetty in his Lifetime and at the time of her Decease or thereupon and how If yea, what Proof or Search done or Consequence as you know have heard and do believe

(243) 130

either from Contradiction or any other and what Place If you Did or did not the said Defendant order him to pay either to the said Nanah Chetty or his said Nephew the said Complainant or Transferee any and what Sum of Money or not did or did not the said Defendant Deposit in the Hands of the said Complainant or in Transferee any Cadjan or other Bonds or writings Obligatory by way of Security either that if his said Son did not pay the Sum he the said Defendant had Ordered him to pay that the Amount of the said Bonds were to be Collected or that Account or otherwise and how & who was to Collect the Amount of the said Bonds or and how & who was to Collect the Amount of the said Bonds or and how & who was to Collect the Amount thereof Collected Accordingly & the whole of these Matters According to the best of your Knowledge Remembrance Information and belief fully and Particularly Declare

To Jacoleum Sannatha Chetty 1st Did or did not the Defendants Son any time and how long ago or on what year come with the Complainant or this Cause and Nanah Chetty his the said Complainants Uncle to Madras If yea, Did or did not the said Defendants Son go to the Notary Publick Diwan or any other Person and whom to get an order to Recover the Debts or Sum of Money from his Creditors Contradiction or any other and what Place If yea, how much did such Protest or Sum of Money Amounts to was or was not the said Defendants said Son to pay the Amount of the said Protest or Sum of Money to the said Complainant

on Account of what the said Defendant was Indicted to the
Complainant or otherwise and how Did or did not the
Defendants said Son get the said Order, If yea Did he
not go away or leave Boston without Acquainting the
Complainant or paying the Amount of the said Note
of Hand or any part thereof to the said Complainant and
or did he not also go away without paying the said
any Satisfaction about it as you know or have heard
not the Defendants said Son at any time afterwards
to Boston, If yea Did or did not the Sd Complainant
to John Smith Esq. on behalf of the Said Defendant
If yea Did or did not the said John Smith enter into
Son into the Petty Jurisdiction Court of the said Town
Did or did not the said Defendant at any time afterwards
from Court or any other time to Absent, If yea, Did
not the said Complainant any Notice or Information
convey, If yea Did or did not the said Complainant
unto the said John Smith and get the said Defendants
Release any Debt or Debts that the said Complainant Confessed
to the said John Smith about the said Promise, If yea Do
or did not the said John Smith send for the said Defendant
and did he or did he not Order him to pay the said Debt
to the Sd Complainant

Promise the said Mr Smith that as soon as he had Transacted
his Business with the Court he would take the Sd Complainant
with him to his Country and pay him any and what Sum or Sums
of the said Debt and did or did not the said Defendant make any
and what Promise about the Payment of the said Debt Did or did
not the said Complainant agree to what the said Defendant so
Promised, If yea, Did or did not the said Defendant Accordingly,
or did he not after he had finished his Business with the Said Court
Divan go away Secretly without Acquainting or Satisfying the said
Complainant or otherwise and how? the whole of these Matters
According to the best of your knowledge Remembrance Information
and belief fully and Particularly Declare
To Nazar Smith Esq. Sworn & was ordered to the Service of John
Smith Esq. late of Court at Boston, If yea, In what Capacity
did you serve him? Did or did not the Complainant in this Cause
at any time Apply to the said Mr Smith on Account of one Gordon
alias Phillips the Defendant in this Cause, If yea Did or did not
the said Mr Smith ever go or send the said Captain with Gordon
to the said Defendant Constantinople or any other and what
place, and if Leave from the Defendant or any and what Sum
of Money on Account of the said Complainant for any other
shall Imprest, If yea Did or did not the said Mr Smith Order
You or Cause the Defendant to send him the said Money to Smyrna
to Master Did you see the said Complainant Receive or

you not go to the said Defendant and Demand the said
Accordingly If you Did or did not the said Defendant
to pay the same either Defendant or otherwise and how
for any and what time? Did or did not the said Comp
either on Account of the delay of Payment or otherwise
and How from Madras and who by Name about the
Affair, If you Did or did not the said Defendant
soon after his Arrival at the said Fort pay any
Sum of Money on Account of the said Complainant
whom? Did or did not the said Defendant
paid any Sum of Money on Account of the
time you and the said Complainant Porter left
and to keep the Complainant and Porter with Sum
not the said Defendant promise to pay the said Porter
what Sum of Money on Account of the said Comp
you? Did you and the said Complainant Porter
not come to Madras and how the said Porter left
Defendant Accordingly? The whole of this Matter Fully
& to the best of your knowledge Remembrance and belief
and Particularly Declare

To Vansittart Esqr 20th Do you or can you not say that
were you not some time ago in the Service of the Complainant
in this Cause and

or did not the said Complainant pay interest Sum Larger or Other
you to go to the Defendant in this Cause at Cuddalore in
Order to enquire whether the said Defendant had or had not
paid any and what Sum of Money to the Complainant Porter
or Mr. Peter Smith for or on Account of the said Complainant
If you did you or did you not go to the said Defendant
Accordingly? If You Did or did not the said Defendant thereupon
pay any and what Sum of Money on Account of the said Complain
-ant? If You; to whom did he or pay the same? Did or did not the
said Defendant Prior the said Complainant Porter and the said
Mr. Smith Not to go to Madras and leave you there? And did or
did not the said Defendant promise pay to you any and what
Sum of Money on Account of the said Complainant? and did or did
not the said Defendant pay the same Accordingly? How long did
you stay with the said Defendant and what did you do or where
did you go afterwards? Do what of these matters fully & Particularly
Declare

To all the Witness Do you know of any other matter or thing or how you
last Interrogatory heard or can you depose any thing to say the Matter in Contro
in the Cause that may tend to the benefit or advantage of the
Complainant? If you Declare the same or so much or how
soever as to you shall seem meet Dictated & Interpreted
as fully as if you had been present Dictated & Interpreted

John Pyke

Duplicate for Copy of Letter from Chittagong to Mocha Bandy abt Mares

Sir I Shall have my self the honour to write you more at large by the next opportunity, at present I have only time to acquaint you that I am safe arrived here with the Ship under my Command, and have delivered the Cargo agreeable to Charter Party, I am sorry I cannot give you a better account of the Mares you sent by me, but I hope you will not be disappointed in the Number, as I have taken all possible care of them, and have not lost one since I left Mocha, I am with great Esteem Sir your most obedient humble Servt

Chittagong the 2d of May 1757

John Sykes

Dupt Mocha Letter of 1st May 1757 from Chittagong to Mocha Bandy abt Mares

Sir I Shall have my self the honour to write you more at large by the next opportunity, at present I have only time to acquaint you that I am safe arrived here with the Ship under my Command, and have delivered the Cargo agreeable to Charter Party, I am sorry I cannot give you a better account of the Mares you sent by me, but I hope you will not be disappointed in the Number, as I have taken all possible care of them, and have not lost one since I left Mocha, I am with great Esteem Sir your most obedient humble Servt

Chittagong the 2d of May 1757

John Sykes

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Duplicate for Copy Letter from Chittagong to Mocha Bandy abt Mares

My Dr Friend I have wrote you by the last opportunity, and hope to have the same from you, I have not heard from you since I left Mocha, I have forwarded the Mares and above the Contents by Vessels bound from hence to Mocha, I have exchanged 11 of the Mares for Cattle, and also some Cattle for Provisions, I have not lost one since I left Mocha, I have taken all possible care of them, and have not lost one since I left Mocha, I have taken all possible care of them, and have not lost one since I left Mocha, I have taken all possible care of them, and

Sirs we are sorry to hear of your misfortunes and Losses
Yours &c you often Sincerely for we do say Cobbler and
to pay them you having but much Sorrow of your
your Family and now to make up them but we
shall Send and Sirs we remain to the last
to be as friendly as Cobbler (Pat) as ever all this in this
as much as you can, you never deceived us nor
to hear you, I dont know Sirs Sincerely sorry
Family should suffer on my Account I have got a
but we are ever under God's favour to my
deceived you neither do I and it is for us
come out and have no further farms to worry
with you therefore you Sirs and with as much
the Troublesome time is over, for on the Month of
must with a good time, shall come out and cast
all the Trouble or regrets you have met with
take care you not with us more.

On Account of you Sirs Note of
Letter Sirs we to Cobbler who will discount
person that got your Offer Letter, Sirs I spread that
and he will pay you Ten Hundred and Fifty Pagodas
please to forward you with Receive that and to
with your

for me the space four Months Longer on the written Schedule now at
Settle to your Satisfaction therefore Contract yourself not sent to
enemy you will be informed of the Result of this Affair by Succeeding
Petals what more I say indeed

The foregoing is exact to the above Translate as near as can be from
the Original in the Malabar Language by Interpreter Court

Interpreter

Seven Sykes
Asst Commissary

Know all Men by these Presents that We Cuntumbetaine
Chittetypah Vandaraty Pooter D. Pilly Mootie Chitty are held and
firmly bound Jointly and Severally unto Mr Seven Smith on the Sum
and Sum of Ten Thousand Pagodas Current of Madras to the true
and Just Sum of Ten Thousand Pagodas Current of Madras to the true
and Lawful Payment whereof we hereby bind Ourselves Jointly
and Severally Our Heirs Executors Administrators and Assigns firmly
by these presents In Witness whereof We have hereunto set Our Hands
Seals in Fort St George the Fourteenth day of September One Thousand
Seven Hundred and Sixty two

Whereas the above bound Cuntumbetaine Chittetypah and Pilly Mootie Chitty
hath taken up and Received of the above named Mr Seven Smith the Sum of Ten
Thousand Pagodas Current of Madras to be paid in the Expiration of four Months
with the Interest of Fifteen per Annum

Now the Condition of the Obligation is such that if the above
Cuntumbetaine Chittetypah D Pilly Mootie Chitty their Heirs Executors

Gentlemen Judges and Officers shall well and truly serve
to the above named Mr. John Dalrymple for whom Complainant
and Officers the above named Sum of Two Hundred Pagodas
of Madras with the Interest that may become due thereon
Obligation to be void and of no Effect else to Remain in
and Virtue &c.

Signed Sealed & Delivered
(whereas Thirty Pagodas Paper is to be Lost)
in the presence of

Paul D. Rozario

Annachellum

1763

Rec.d 12th July in part &c. ... Pags
Rec.d 28th July in part ... Pags
Rec.d 5th Augt. &c. ... Pags
Rec.d 18th Augt. &c. ... Pags
Rec.d 4th Sept. &c. in full ... Pags

I Certify that all the Sums are Entered

Clerk of Rolls

This Plaint Mark'd B was shown to Annachellum the Defendant
Examination before me a Peon Sworn to Interpret
whereas Ronald Petty of Madras Merchant by his Petty
Hereby is Complainant and Countersolicitor

Mayor's Court at Madrasapatnam

Tuesday the 8th day of November
Anno Domini 1763

Present

John Debonnaire Esqre. Mayor
Thomas Powney & John Whitehill
Aldermen

Delmen Late Smith late of
Madras Merchant Plaintiff for Money Claimed
Ryall of Fort St. George by Confession and
and Contendation Challenge Undersigned
Petty Merchants Defendants

The Defendant Petty Merchant Petty being in a Court
and Acknowledging the Justness of the Complainants Demand Prays
Court with thereupon that pt to Order and Decree and doth Accordingly
Order and Decree that the Defendants shall pay unto the Complainant
the full and Just Sum of Two Hundred and Eleven Pagodas thirty
two fanams Pags 211.32 pt together with such Interest as may
or shall hereafter become due thereon until full payment is made the
pt Oath of the Said

Present D. Stone Regr.

Fort Saint George 8th Nov. 1763

Received on part of the Sum above Decreed Two Hundred

and Thomas Royster thereby have foreman, Above or given the Defendant
till the 30th January to pay One Hundred more and the Remainder
day of February thereafter

Clerk

This Paper Writing Marked C was shown to Anne Gallwood at the time
of her Examination before me in a Certain Cause in the High
Court of Admiralty wherein Donald Petty of Aberdeen
by her Attorney William Hornby is Complainant and Cath
Gallwood Defendant this 9th Day of January 1762

Clerk

Aberdeen ss

Margaret Court of Admiralty

Anne Gallwood Spinster
the Cross Gallwood Defendant
of Petty Mostly Chirty
Attorney William Hornby
Allow Admiralty Complainant
Contribution Gallwood Defendant

Depositions of Witnesses taken in the Cause first above
Common in the Court of Admiralty

Thomas Nelson of Aberdeen Ropemaker aged 34 years or thereabouts being
a Witness in this Cause on the part of the Complainant sworn on the 9th
1762 deposeth & saith at the Office of the Deputy Clerk of Admiralty
by Christopher Durward who the Deponent knows & Clerk of the Court
Aberdeen

Depositth as followeth

To the first Interrogatory this Deponent saith that he does not know
the Complainant in this Cause but that he has once seen the Defendant
in this Cause, but is not now well acquainted with him and more
saith not to this Interrogatory

To the Second Interrogatory this Deponent saith that he was Employed
to John Smith Esq. late of Cromarty at Whitsunday the Year of Our
Lord One Thousand Seven Hundred and Sixty Two, and that the said
Lord One Thousand Seven Hundred and Sixty Two, and that the said
Day Royal Mostly did some about the year of Our Lord One Thousand
Seven Hundred and Sixty Two Apply to this Deponent and desired
him to speak to the said Mr Smith for the Loan of two Thousand
Pounds for and on Account of Contribution Gallwood the
Defendant in this Cause, and that the said Day Royal Mostly
did so apply to him in the Capacity of Constable or Agent to
the said Defendant, and the Answer that this Deponent did
give to the said Day Royal Mostly Application was that if you
Petty Mostly Chirty would sign the Bond in connection with him
the said Day Royal Mostly to this Deponent would endeavour
to procure for Master the said Mr Smith to lend him the Sum
of Two Thousand Pounds and that this Deponent had told the Said
Contribution Gallwood Defendant in this Cause to be last one
at Cryderman some time after the above Application was made to him
this Deponent by the said Day Royal Mostly and that Mr Smith
to him this Deponent about getting the Loan of the said Two Thousand

Pounds

Papers from his Master, that has the said Defendants Bond
to be taken alone on account of his belonging to the Country and
not to this Interrogatory

4th To the fourth Interrogatory this Defendant saith that Dany
Moodly the Defendants Agent did procure Pilly Mooto
in the Title of these Interrogatories named to be Security
Money unto the said Dany Rajah Moodly the
Defendant for on account of the said Defendant as in
that this Defendant did speak to Pilly Mooto Chitty
to the said Dany Rajah Moodly and the said Pilly
upon the said Dany Rajah Moodly Executing or
came in the Name of the said Defendant and the said
Executing or Signing the said by way of Security for
the said Mr Smith the Creditor or Land the said Pilly
and that to the best of this Defendants Knowledge
Defendant that the said Mr Smith or Attorney or Lett
Defendant to the said Pilly Mooto Chitty and Dany Rajah
said Defendant first before taken to this Defendant about the
Let whether there was Name of the Thousand Pagodas
Appropriated to be the said Defendants or this Defendant
not Pilly Mooto Chitty told this Defendant
said Sum of Two Thousand Pagodas was first paid to the Defendant
in this Cause, and that the Defendant was forced to

and Seal a Bond or Obligation for the said Money accordingly and that
the Bond Obligation or Paper Writing now produced and shown to Him
at this the time of his Examination Marked B is the same which they
the said Dany Rajah Moodly and Pilly Mooto Chitty or Executed
or signed and Sealed and gave on the said Occasion and that what
is wrote in the Malabar Language Opposite the Seals which Appear
to the said Bond or Obligation is of their the said Dany Rajah
Moodly and Pilly Mooto Chitty's Hand Writing Respectively and
what is wrote Opposite the first of the said Seals is Dany Rajah Moodly
by the Consent of Covelandattum Cottaiya and it was is written by
Dany Rajah Moodly and what is wrote Opposite the Second of the
said Seals is the Name of Pilly Mooto Chitty and that it was so
written by Pilly Mooto Chitty and that Paul De Rozario whose Name
Appears to the said Bond or Obligation was present at
the Executing thereof and that the Name Paul de Rozario and
Annachittan Son Interpreter to the said Bond or
Obligation as of his the said Paul De Rozario and this Defendants
Hand Writing respectively and that both this Defendant and the
said Paul De Rozario the Interpreter Explained the said Bond
or Obligation to the said Dany Rajah Moodly and Pilly Mooto
Chitty before they Executed the same and that the said Paul
De Rozario is now Dead and never spoke not to this

Interrogatory

5th ... To the fifth Interrogatory this Deponent saith that the

Davy Royds Monthly or Thirty for not any Moneys

Deponent did agree to pay or pay the Deponent Costs

of over Twenty five Pounds that Deponent cannot

of Brokerage for procuring the Loan of the said Money

saith that Deponent does not know

Matters for Defendant or Plaintiff relating to that

Brokerage in the foregoing Way of Money Lent

Nature, and that the Rate of Interest is according to

wrote by the Testator himself and he signed

to prove more than one witness

Deponent cannot Say whether the Payment

of Davy Royds Monthly or Petty Monks Chitty that

how the Day the Bond was Executed or not

more saith not to this Interrogatory

7th ... To the Eighth Interrogatory this Deponent saith that

Smith some time after the said Execution

Deponent knows and that the said Mr Smith

Royds Attorney and that the said Mr Smith

Before Discount or Office in the Strand

or Management of the said Mr Royds and

Smith did convey the Rent from the said

Order Direct or Appoint this Deponent to act under the said Mr Royds

in the Management of the Affairs of the said Mr Smith Business or Affairs

left in the Hands or under the care of him the said Mr Royds and

that this Deponent did thereby become Acquainted with every thing

that passed or was done relative to the said Bond and more saith

not to this Interrogatory

9th ... To the Ninth Interrogatory this Deponent saith that the said Mr Royds

as Attorney to the said Mr Smith after the Operation of the time

limited in the said Bond or Question in this Cause for Payment

of the Amount thereof was Elapsed did Demand or order this Deponent

to Demand the Amount of the said Bond from the said Petty Monks

Chitty, that neither the Defendant in this Cause nor the said Davy Royds

Monthly his Agent ever at the time this Deponent so

Demanded Payment of the said Bond from Petty Monks Chitty this

Deponent was informed that the Defendant in this Cause was at that

time in confinement and that the said Petty Monks Chitty on

Account of his having Signed the said Bond in Conjunction with the

said Davy Royds Monthly was Object to pay the Amount Principal

and Interest of the said Bond and that the said Deponent did pay

the same at the Respective times and as appears by the Book of the said

Bond or Obligation Marked B now produced and shewn to him

and what so appears at the foot of the said Bond or Obligation was

wrote

(1147)

wrote by the said Claus Rafalt and that the names Claus Rafalt
M. Smith Claus Rafalt and the Words and Names Petty
Nadir Sahib were inserted from whence Christopher Claus Rafalt
the said Claus Rafalts hand writing and that he the said
Deponent saw the said Claus Rafalt as Attorney to the
said Estates Bill of Complaint for the Costs the Sum
the said Petty Nadir Chitty for some part of the Costs
Deponent that this Deponent never knew or heard of the
said Grant & Decree from the same when this Deponent
Before Reading were shewed unto this Deponent
Examination marked C and he knows that the
said Cause but it is said that the Defendant
evidently for the whether he ever saw it signed and that
at the foot of the said Deponents writing
hereafter and also the name Claus Rafalt thereto
is to the best of this Deponents knowledge of the said
hand Writing and that this Deponent the Words
that the said Petty Nadir Chitty for the Cost of
such suit to this or the last Interrogatory

S. Welch

Examined

252 (1148)

Mayors Court at Madraspatnam

Between Permaul Chitty of Madras Merchant Administrator of all and Singular the Goods Chattles Rights and Credits of Petty Nadir Chitty Deceased by his Attorney William Hornby of the same place Inhabitant Complainant and Coombadasamy Chuttatoya Defendant

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

Parasooramaier Pillah of Conjeeveram Coomsty Aged 62 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant and sworn in the 19th Day of January 1772 before me Penn at the Office of Mr. Henry DePiery who is Attorney for the Defendant by Contesy my Servant who also left here a Note of the names Title and Place of abode of the said Deponent and afterwards on the 25th Day of the same Month being sworn and Examined Deposeth as followeth:—

To the first Interrogatory this Deponent saith that he doth know the Complainant in this Cause and that he hath to Known how long Years or thereabouts and that he hath also known the Defendant in this Cause and that he hath to known since Easter last but saith not to this Interrogatory

To the third Interrogatory this Deponent saith that he do the Same and is acquainted with the Hand Writing of Coombadasamy Chuttatoya

the

the Defendant on the Other and that the Papers Writing now
and shown to him at the time of his Examination touching
the Bond Chitty the Elder as Surety of him the said Defendant
Writing and more with not to this Interrogatory

6th To the Sixth Interrogatory this Defendant saith that he did
serve Petty Master Chitty Defendant in the Title of these Interr
named as the Plaintiff of Canterbury and that the Defendant
became acquainted with his Affairs by Employment that
saith know that the said Petty Master Chitty did
for Debts to Annuitants Bankrupt to the
in Procuring the Sum of Five Thousand Pounds in the
of him the said Petty Master Chitty and Pay Debts
Account of the Defendant in the Cause And this
the Contrary for Defendant to Answer or to further
and more saith not to this Interrogatory

7th To the Seventh Interrogatory this Defendant saith that
that a Suit was Commenced by Plaint Respite in
Lords against Petty Master Chitty in the Title of these
named or about the year of Our Lord One Thousand
Hundred and Sixty three for or Account of some
matter

Chitty to the best of this Defendants Remembrance did pay Twenty Five
Pounds and thirty Seven pence for the Costs of the said Suit and more
saith not to this Interrogatory

To the Twelfth Interrogatory this Defendant saith that he did come to
in or about the year of Our Lord One Thousand Seven Hundred & Sixty
Three go along with Petty Master Chitty Deceased in the Title of these
Interrogatories named And that to the best of this Defendants
Knowledge remembrance Petty Master Chitty Deceased did borrow
for Her Use on Account of the said Petty Master Chitty knowing been
Security for the said Defendant for a Sum of Money to Mr John
Smith late of Portsmouth and that the said Defendant was in
Confinement at that time and that the said Petty Master Chitty
did Represent to the said Defendant that he had been put in Court
said had a deal of trouble on Account of becoming Security for him
the said Defendant and that he did Promise some Money from
him on the before Mentioned Account and that the said Defendant
did Borrow One Hundred Pounds from one Penny Esqr Mostly to
pay to the said Petty Master Chitty on the Account aforementioned
and that the same was paid to the said Petty Master Chitty
Accordingly and more saith not to this Interrogatory

To the Thirteenth Interrogatory this Defendant saith that the said
Defendant after Payment of the said One Hundred Pounds to the said
Petty Master Chitty on the Account aforementioned or Applied to the
Petty Master Chitty on the Account aforementioned to the said
desire from the said Petty Master Chitty to wait until he the said

Defendant

Defendant or his Brother came out of Prison and that the said Defendant did so desire the same because he said the last name Boy at his Father's house and that he did also say that he would Settle with the said Petty Master Chitty and more saith not to the 13th Interrogatory

To the fourteenth Interrogatory this Deponent saith that he hath heard that the Cudjan Sterling now produced and shown to him at the time of his Examination Marked D is of the hand Writing of Tondaiman Chettiar the Defendant in this Cause and more saith not to this Interrogatory

16th To the Sixteenth Interrogatory this Deponent saith that the said in this Cause wrote to his Brother Deponent to pay to the said Petty Master Chitty four or five Hundred Pagodas out of the last of this Defendants Remittance the said Deponent only paid the said Petty Master Chitty at different times about Two Cists to discount the said Money Bonds Pagodas more saith not to this Interrogatory

17th To the Seventeenth Interrogatory this Deponent saith that he hath heard that the said Petty Master Chitty's Brother Ramah Nada and his Nephew Perumall Chitty the Complainant or Some one in this Cause did after the Decease of the said Petty Master but this Deponent does not know how long after for he heard the said Defendant that he the said Petty Master Chitty had that they did also get back the Amount of the

Debt due to the said Petty Master Chitty in his Life time and at the time of his Decease and that Ramah Chitty and Perumal Chitty told this Deponent that the said Defendant sent for his Son and Ordered him to pay down the said Ramah Chitty and Perumal Chitty five Hundred Pagodas the said Defendants Son delivered some Bonds to the said Ramah Chitty to the amount of the said Sum of Five Hundred Pagodas which were due from different Inhabitants of the Country but this Deponent does not know or has not heard who was to Collect the Amount of the said Bonds or whether the Amount thereof was Collected Accordingly and more saith not to this or the last Interrogatory

J Welch
Examined

Mayors Court at Madrasprabaum

Between Perumall Chitty of Madras Merchant Administrator of all & Singular the Goods Chattles Rights and Credits of the late Petty Master Chitty deceased by her Widow Petty Master Chitty of the same place Inhabitant Complainant & Cudan Chettiar Defendant

On the part of Complainant

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

Rayrah Mordekay of Madras Punch Aged 38 Years or thereabouts Produced as a Witness on the Part of the Complainant was on the 8th day of January 1778 Sworn in Person at the Office of Mr Henry Bailey Notary for the Defendant by Cundapa my Servant who also speaks the Malabar Tongue and Place of abode of the said Deponent and Afterwards on the same day Sworn and Examined Deposeth as followeth.

To the first Interrogatory this Deponent saith that he doth know the Complainant in this Cause and that he hath or knows him these Fifteen Years and that he doth also know the Defendant in this Cause that he hath or knows him Fifteen Years or thereabouts and knows to this Interrogatory.

To the Second Interrogatory this Deponent saith that he knew Davy Royah Mordy who died about the year of Our Lord One Thousand Seven Hundred and Sixty two transacted business for Coverlaudatan the Defendant the Defendant in this Cause or his Agent the Gentoo Merchant in Madras, nor that the said Davy Royah Mordy or this Deponent has been informed knows Shewans Royah Mordy Mr Brooke for him the said Defendant and on his the said Defendants Account and that this Deponent thinks to the best of his knowledge that he gave a Bond in the Name of the said Defendant and for the same on Account of the said Defendant that this Deponent doth not know whether the said Davy Royah Mordy did or did not Owe any Money in Question in this Cause or any other Money from John Smith on his and the Executors Petty Mootoo Chitty's Bond that this Deponent does not know whether the said Petty Mootoo did or did not Join in a Bond with the said Davy Royah Mordy on Account of the said Defendant but this Deponent has often heard the said Petty Mootoo Chitty say that he has lost a great deal of Money by the said Coverlaudatan Chittatoy the Defendant in this Cause and more saith not to this or the last Interrogatory.

Sworn before me
I Welch
Examiner

Mayors Court at Madraspatnam

Between Ramood Chitty of Madras Merchant Administrator of all & Singular the Goods Chattles Rights and Credits of Petty Mootoo Chitty deceased by his Attorney William Hornsby of the same place Inhabitant Complainant and Coverlaudatan Chittatoy Defendant

On the Part of the Complainant

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

Rayrah Naigum of Madras Peon Aged 37 Years or thereabouts being Sworn

Produced as a Witness on this Cause on the Part of the Complainant on the 18th Day of January 1777 Before me in Open Office Henry Duffey who is Attorney for the Defendant by Counsel Sworn who also left here a Note of the Name Title and Place of the said Defendant and afterwards on the 28th Day of the same being Sworn and Examined Deposeth as follows viz.

1st To the first Interrogatory this Deponent saith he doth the Complainant in this Cause and that he hath known him Years or thereabouts and that he doth also know the Defendant Cause and that he hath no business from about the

and more saith not to this Interrogatory

4th To the Ninth Interrogatory this Deponent saith that he was Servant of Petty Master Chilly in the Title of Low Island in or about the Year One Thousand Seven Hundred and Two and One Thousand Seven Hundred and Sixty three this Deponent served him in the Capacity of a Boy and employed in Collecting of Money that the said Petty Master Chilly did about the Month of January in the Year One Thousand Seven Hundred and Sixty three order this Deponent to go and Summon and Warn from Constantinople Chilly this Defendant in this Cause the Sum of Two Thousand Pounds but this Deponent does not know what Authority was or Ground of any Bond given by Davy Boyd Esquire Nobility the said Defendant

Agent or Servant at and the said Petty Master Chilly to Mr. John Smith and that this Deponent did go and Demand the said Sum of Two Thousand Pounds from the said Defendant Accordingly who did at Constantinople and that the said Defendant did thereupon offer to pay this Deponent the Sum of One Thousand Pounds and Promised the remaining one Thousand via Marseilles but Nothing was mentioned either by this Deponent or Defendant about Interest this Deponent did refuse to receive the Sum he said Defendant so offered him because he had order from his Master the said Petty Master Chilly not to receive any without the said Defendant to pay the whole, the said Defendant took this Deponent with him to Smyrna and from thence to Trieste where he promised to pay this Deponent the said Two Thousand Pounds the very day that they Arrived at Trieste, four Days came and took away the said Defendant and carried him to Venice the said Defendant desired this Deponent to remain at Trieste and that as soon as he the said Defendant returned he would pay him this Deponent the said Money, this Deponent waited Twenty Days at Trieste but not finding the said Defendant return he went to Venice where he found the said Defendant in Prison Letter whereupon the said Defendant gave this Deponent a Copy to the said Petty Master Chilly which this Deponent brought Accordingly — and more saith not to this or the last Interrogatory.

Examined

Two Hundred and Fifty Pagodas and this Defendant was informed by Petty Moota Chitty's Brother Sinah Chitty that the said Defendants Brother paid Another Hundred Pagodas and more and no more Interrogatory

To the last Interrogatory this Defendant saith, that when he was sundry times and perswaded the said Petty Moota Chitty for the said Defendants Brother told this Defendant that he had to the said Countinadahoo Chittapa the Defendant owed some Money and as soon as it Should be made out the Defendant accordingly came back to Madras and not receiving the Money returned to Countinadahoo Brother then paid this Defendant either Forty or Fifty Pagodas and perswaded this Defendant to Return again which this Defendant accordingly did, this Defendant and the third Cousin to the said Defendants Brother then perswaded he would pay Eight or Ten Chuckrums this Defendant afterwards received the Remainder of his Demand from the said Petty Moota Chitty at three different periods and more saith not to this Interrogatory

Thomas Welch

(1164)

away without giving the said Complainant any Satisfaction about it that the said Complainant did Apply to John Smith Esq. as a Justice of the Peace about his said Demand and that the said John Smith Esq. did send Two Peons after the said Defendant, but as he was not to be found they brought the Defendants Son and that the said Mr. Smith did order him into the Peons Custody on Account of the said Debt and that the said Defendant did afterwards come from Arcot to Madras and that the said Complainant had Notice or Information of his coming and that the said Complainant did Apply again to the said Mr. Smith and got the said Defendants Son Released and that the said Complainant did Complain to the said Mr. Smith about the said Demand and that the said Mr. Smith did send for the said Defendant and did order him to pay the said Debt to the said Complainant and that the said Defendant did promise the said Mr. Smith that as soon as he had transacted his Business with the Nabob he would take his said Complainant with him to his Country and pay him for that Pagodas on Account of the said Debt and that the said Defendant did promise to pay the whole of the said Debt at five different Payments and that the said Complainant did agree to what the said Defendant so promised that the said Defendant did not act According to that the said Defendant did after he had finished his Business with the Nabob or his Dewan go away shortly without either expressing or Satisfying the said Eight or ten Chuckrums and more saith not to this the last Interrogatory

D. Welch

the Name Title and Place of Abode of the said Defendant and
in the same Day following bring down and Command Defendant
to the first Interrogatory this Defendant saith that he doth
Complainant Lieutenant Colonel Chitty in this Cause and that he doth
know Thirty Years or thereabouts and that he the said
Coromandalam Chittatoga in this Cause and that he doth
know Seven Years or thereabouts and more saith not to this
To the Eighteenth Interrogatory this Defendant saith that
of Our Lord One Thousand Seven Hundred and
Sir did come with the Complainant in this Cause
for the said Complainants Ghaute to Madras
Defendant Sir did go to the Hobble Company to get
the Pondichery or Shares of Patty from the Country
but this Defendant does not know how much such Specie
of Patty amounted to, that this Defendant does not know
Defendants said Son was to pay the said Amount of the
or Share of Patty to the said Complainant but this Defendant
that he agreed to pay five Hundred Pagodas on Account of
said Defendant was Indebted to the said Complainant and
said Defendants Son did get the said Order and that he
away or from Madras without expressly the said Complainant
or paying the Amount of the said Pondichery or Share of Patty
any part thereof to the said Complainant and therefore he doth

whose name this Defendant has entirely forgot to the said Defendant
Chittaloga [illegible] that time at Coromandalam and to receive from
the said Defendant the Amount of the said Patty Mute Chitty for Hundred
Pagodas and also to inform the said Defendant that if he did not pay
the said Money to this Defendant that Order from John Smith Esq.
to bring him the said Defendant to Madras the said Patty Mute Chitty
likewise gave this Defendant Master to deliver to the said Defendant
this Defendant accompanied by the said Patty Mute Chitty Brother
Accordingly went to Coromandalam where they found the said Defendant
and delivered to him the said Letter and the said Letter if he the said
Defendant paid the said five Hundred Pagodas directly to this Defendant
should return immediately to Madras otherwise he had Order from
John Smith Esq. to carry him the said Defendant to Madras the
said Defendant past this Defendant off from time to time for upwards
of Two Months telling him that he refused to receive any Money
from different Country this Defendant finding himself Insulted
by the said Patty Mute Chitty Brother with the said Defendant
and Returned to Madras without having Received any Sum of Money
from the said Defendant that during the time this Defendant Remained
at Coromandalam with the said Defendant that no person arrived
there sent by the Patty Mute Chitty on the said Affair and more
saith not to this or the last Interrogatory

Sworn at the Mayors Court
in Madras this 8th day of
November 1768

Before me
S. Welch Recorder

(1167)

Mayors Courtat
Madrasapatnam

Between

Deposition of Witnesses taken on the Part of the Complainant before the Examiner in this Court as followeth

Venciatachellam of Madras Peon Aged 28 Years or thereabouts a Witness on the Part of the Complainant sworn in Court at the Office of Mr Henry Dudley who is Attorney for the Complainant by Candapa his Servant who also left him a Note of the Name Title & Abode of the said Defendant and afterwards on the Day following the said Examined Deposeth as followeth

1st To the first Interrogatory this Deponent saith that he doth know the Complainant in this Cause, and that he hath so known him about Four Years and that he doth also know the Defendant in this Cause and he hath so known him about four years and more saith not

2d To the Seventeenth Interrogatory this Deponent saith that he was employed in the Service of the Complainant in the Cause and that he left him in the beginning of 1760 in that the said Complainant about Four Years ago order this Deponent to go to the Defendant with

(1168)

Consultation and to receive some Money from him and also to tell the Complainants Brother to Return who had been gone thither Six Months this Deponent did go to the said Defendant Accordingly who put him off from time to time till Six Months were expired and then paid him Fifty Pagodas which the said Complainants Brother received & Carried to Madras The said Defendant did desire either the Complainants Brother or this Deponent to Remain there and promised that he would pay some more Money this Deponent accordingly waited Ten Days by the Order of the said Complainants Brother in the Meantime the said Defendant went to Madras and Returned, and told this Deponent that he had got no Money, this Deponent then requested the said Defendant to give him a Letter to the said Complainant which the said Defendant did Accordingly do and at the same time desired this Deponent to the the Complainant not to send them to them any more before the Month of January that being the time Reaping the Paddy and that the said Defendant would at that time send the Complainant either Paddy or Money which was the whole and more saith not to this or the last Interrogatory

Thomas Welsh

Examined

Interrogatories

Interrogatories to be exhibited by Hodges on the part of the Complainant in a Cause now depending in the High Court of Chancery wherein Bennett Cutty is Complainant and Thomas Cutty Executor of all and singular the Goods Rights and Credits of Betty Cutty late of Cutty Hall in the County of Limerick deceased is Complainant and Christian Cutty is Defendant

Saith the Witness } 1st Do you know the Parties Complainant and Defendant in the above Cause or either of them if you Know how long have you known them or either and which of them

To Cowtondatalone Kenmare County } 2d Do you or do you not know whether Betty Cutty the Complainant deceased Father in the Pleadings of this Interrogatories Named did or did not owe and how many Years ago to Cowtondatalone and Demand from the Defendant in the above Cause and what Sum of Money and in what Manner as you know believe or Information if you what Answer did the said Defendant make thereto? Did the said Defendant make any and what Promise of Payment of the same or Demands If you Do or did not the said Complainants Father in his

of the said Money and former or otherwise and how remain at the said County or Place called Cowtondatalone If you Do whom or what Place did the Complainants said Father stay at that time? Did you or did you Supply the Complainants said Father with Victuals and Drinking or not? if you by whom where or on what Account did you so Supply the said Complainants said Father and whether in your own Presence the said Complainants said Father and whether in your own Presence or that that Presence of any other Person and whom? the whole of the Matters According to the best of your Knowledge Remembrance Information and belief fully and Particularly Declare

Dillon 3d Do you or do you not know are you or are you not Acquainted with the Hand Writing of Constantine Chittagh the Defendant in this above Cause? If you Do you or do you not know or verily believe that the Paper Writing now produced and shown to you at this the time of your Examination Marked A with the Name Chittagh Thereunto Set or Subscribed is or is not of the said Defendants Hand Writing? Declare

Concalashellam and Mauk Cutty } 4th Did or did not Betty Alias Cutty the Complainant Father or the Father of them Interrogatories Named to Cowtondatalone at any time in the year of Our Lord One Thousand Seven Hundred and Sixty four or at any other time and when either to Demand any and what Sum of Money from the Defendant in this Cause or for any other and what purpose If yes Do you

or did you not Accompany or go with the said Petty Monies Chetty at
Occasions, If yea Did or did not the said Petty Monies Chetty Pay
said Money Accordingly, If yea what Answer did the said
make thereto, or what Reply or words did you Use in Consequence thereof
did not the said Petty Monies Chetty Say any words about the
Condemnation aforesaid either in Account of the said Money or
other and what Account, and did you or did you not Say
the whole of these Matters According to the best of your Knowledge
and belief fully and Particularly Declare —

To Coventhondalum Semenaia Chetty
Venkatachellum and Mar Chetty } 5th Do you or do you not know
Answered and Related to
the Witness produced on the part of the Defendant in this
If yea, are or are not the said Answered and Related to the
Defendants Witness and do they or do they not live with the
Defendants the one House or otherwise and how? and do they
not depend upon the said Defendant to Support? Do you or do
know that it is or is not Customary among the Black people
Inhabitants of the Country South and Malabar East for Witness
every part of their Estate either in Depositon with the
Law and Causes or otherwise and how the Whole of these Matters
fully and Particularly Declare —

6 Ditto — 6th Do you or do you not know Ramiah and Ranga Iyah two
of the Witnesses produced on the part of the Defendant in this Cause? If yea
are or are not the said Ramiah and Ranga Iyah the said Defendant
Sons in Law, and do they or do they not live with the Defendant and do
they or do they not depend upon him the said Defendant for Support?
the whole of these Matters fully and Particularly Declare —

7 Ditto — 7th Do you or do you not know Cathavaiah, Pramal Chetty, Comaty
Iyah, Pooviah and Canacarayen Iyah, four of the Witnesses produced
on the part of the Defendant in this Cause, If yea, are or are not the
said four Persons so produced as Witnesses the said Defendants Relations,
and do they or do they not live with the said Defendant and do they
or do they not depend upon him the said Defendant for Support —
fully and Particularly Declare —

Ditto — 8th Do you know of any other Matter or thing or have you heard
or can you Suppose any thing touching the Matter in Question in the
Cause that may tend to the benefit or Advantage of the Complainant
If yea, Declare the same or you know how to be informed or to believe
together with the Reasons of such your belief as fully and at you had been
thereunto Particularly Interrogated

Sworn at Fort St George
this 5th day of December 1771
before me
Thos Hodges
Mayor

Sworn Interpreter

Mayors Court at
Madraspatnam

Dilloran Pennell Plaintiff
Merchant Administrator of all and Singular
Goods Chattles Rights and Credits of Thos
Chitty deceased by Virtue of Letters
of Administration granted by the Worll
Court of Admiralty Complainant
Coventum Calum Chitty Defendt

(On the Part of the Complainant)

Depositions of Witnesses taken in the Cause
depending in this Court as follows viz.

Coventumdalum Seneasa Chanay of Coromandel
Merchant Aged 80 Years or thereabouts being produced as a Witness on the
part of the Complainant was on the 19th Day of April 1779 Sworn on the
Holy Evangelists of Almighty God before me Henry Dundas Esqr
Advocate General of His Majesties Supreme Court of Judicature at Fort
William aforesaid and Commissioner in this behalf by Virtue of a Commission
issued out of the said Court bearing Date the 8th Day of March 1779 and
Examined upon the Interrogatories exhibited on the part of the Complainant
in manner following viz.

To the first Interrogatory this Deponent saith that he doth know the
Complainant Bennet Chitty in this Cause and that he hath
known him Twenty Years or thereabouts and that he doth know the
Defendant Coventumdalum Chittapa in this Cause and that he
hath known him Thirty Years or thereabouts and more

To the second Interrogatory this Deponent saith that he doth know

Bennet Chitty the Complainant Bennet Chitty in the Bill of the
Interrogatories named did about fifteen years ago to Coventumdalum
and Demand from the Defendant as the said Coventumdalum
and this Deponent has heard the said Coventumdalum Chittapa
he was answerable but this Deponent does not know or not heard or
what Amount was the Balance and Defendant made Answer
that he Demand Payment of the said Demand and that the said
Complainants Father or Servant of the said Money and Premises
remain at the said Country or Place Coventumdalum and that the
Complainants said Father did pay to the Use of the Defendant at the Office
and that this Deponent did supply the Complainants said Father with
Victuals and Sustenance and that he did so supply the said Complainants
said Father by the Name and at the Expence of Coventumdalum Chittapa
the Defendant in this Cause and more with not to this Interrogatory

To the 2d Interrogatory this Deponent saith that he doth know the Hand
Writing of Coventumdalum Chittapa the Defendant in this Cause and
that the Cogan Writing now produced and shewn to him at this the time
of his Examination marked A was the Hand Writing of the
Said and Defendant and more

To the 3d Interrogatory this Deponent saith that he doth know
Bennet and Richard Joe of the Writings produced on the part of

the

the Defendant in this Cause and that he and Thomas and Peter
and Defendants Witness and they do know the said Defendant
Moses and Sperate upon the said Defendants for Support and
Defendant saith he knows not to the Contents of the Articles
of Warning Letter and Petition Exhibited by the Plaintiff in
this Cause in pursuance with the Articles of this Cause
saith not to this Interrogatory

2d To the Second Interrogatories this Defendant saith that he doth know
and Believe Sperate Two of the Witnesses produced in the
in this Cause, and that the said Ramah and Ramper
Defendants Sons in Law, and that they do live with the Defendant
Moses upon him the said Defendant for Support and
to this Interrogatory

3d To the Third Interrogatory this Defendant saith that he doth know
Cathanah, Samuel Clerg, Ramah Syah, Sperate and Ramper
Two of the Witnesses produced on the part of the Defendant in this
and that the said four Persons so produced as Witnesses on the
Defendants Petitions and they do live with the said Defendant
Moses upon him the said Defendant for Support and
and to this or the last Interrogatory

Thomas Webb

Mayors Court at
Madrasapatnam

Between Samuel Chitty of Madras
Merchant Plaintiff on behalf of himself and the rest of the Inhabitants of the said Black Town and Parish of Egmore and Nungumbaukum and Purusawaukum and Vepery and Tondiarpett and Royapettah and Triplicane and Mylapore and Saint Thomas Mount and Meliapore and Pursewaukum and Poonamalee and Tripassore and Sadras and Pondicherry and Carical and Chittapet and Porto Novo and Cuddalore and Fort St David and Tegnapatnam and Negapatnam and Porto Pedro and Karikal and Tranquebar and Tanjore and Trichinopoly and Madura and Tuticorin and Ramnad and Ramnapatnam and Manapar and Tutchy and Tripatore and Vellore and Arcot and Chittore and Pullicat and Sadras and Pondicherry and Carical and Chittapet and Porto Novo and Cuddalore and Fort St David and Tegnapatnam and Negapatnam and Porto Pedro and Karikal and Tranquebar and Tanjore and Trichinopoly and Madura and Tuticorin and Ramnad and Ramnapatnam and Manapar and Tutchy and Tripatore and Vellore and Arcot and Chittore and Pullicat

On the part of the Complainant

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

Venkatashellum of Madras Pedr Aged 27 years Merchant being
produced as a Witness in this Cause on the part of the Complainant was on the 26th Day
of April 1779 Sworn in Court at the Office of Mr Henry Dundas who is Attorney for
the Defendant by Consent of my Counsel who also put him a Note of the Names &c
and Place of Abode of the said Defendant and Witness on the same Day being Sworn
and Examined Deposeth as followeth

To the first Interrogatory this Deponent saith that he doth know the
Complainant Samuel Chitty in this Cause and that he hath known
him Four years or thereabouts and that he doth know the Defendant
Consolidated Chitty in this Cause and that he hath known
him Two Years and upwards and more and to this Interrogatory

To the fourth Interrogatory this Deponent saith that he doth know

Chitty

(1177)

Polly Wife of Chitty the Complainants Father in the Bill of Complaint named the Cross Bill to any part of the Answer of the Defendant taken in this Cause saith she knows nothing of the matters in Question in this Cause but as she hath been informed by her Husband and believes the same to be true

1st Interrogatory

To the first Interrogatory this Deponent saith that she knows none of the Witnesses produced on the part of the Defendant in this Cause and that she hath been informed by her Husband and believes that he is not acquainted with any of them

2d Interrogatory

To the second Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

3d Interrogatory

To the third Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

4th Interrogatory

To the fourth Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

5th Interrogatory

To the fifth Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

6th Interrogatory

To the sixth Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

7th Interrogatory

To the seventh Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

8th Interrogatory

To the eighth Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

9th Interrogatory

To the ninth Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

10th Interrogatory

To the tenth Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

11th Interrogatory

To the eleventh Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

12th Interrogatory

To the twelfth Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

13th Interrogatory

To the thirteenth Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

14th Interrogatory

To the fourteenth Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

15th Interrogatory

To the fifteenth Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

16th Interrogatory

To the sixteenth Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

17th Interrogatory

To the seventeenth Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

18th Interrogatory

To the eighteenth Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

19th Interrogatory

To the nineteenth Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

20th Interrogatory

To the twentieth Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

21st Interrogatory

To the twenty-first Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

22nd Interrogatory

To the twenty-second Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

23rd Interrogatory

To the twenty-third Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

24th Interrogatory

To the twenty-fourth Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

25th Interrogatory

To the twenty-fifth Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

26th Interrogatory

To the twenty-sixth Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

27th Interrogatory

To the twenty-seventh Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

28th Interrogatory

To the twenty-eighth Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

29th Interrogatory

To the twenty-ninth Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

30th Interrogatory

To the thirtieth Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

31st Interrogatory

To the thirty-first Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

32nd Interrogatory

To the thirty-second Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

33rd Interrogatory

To the thirty-third Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

34th Interrogatory

To the thirty-fourth Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

35th Interrogatory

To the thirty-fifth Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

36th Interrogatory

To the thirty-sixth Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

37th Interrogatory

To the thirty-seventh Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

38th Interrogatory

To the thirty-eighth Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

39th Interrogatory

To the thirty-ninth Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

40th Interrogatory

To the fortieth Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

41st Interrogatory

To the forty-first Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

42nd Interrogatory

To the forty-second Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

43rd Interrogatory

To the forty-third Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

44th Interrogatory

To the forty-fourth Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

45th Interrogatory

To the forty-fifth Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

46th Interrogatory

To the forty-sixth Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

47th Interrogatory

To the forty-seventh Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

48th Interrogatory

To the forty-eighth Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

49th Interrogatory

To the forty-ninth Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

50th Interrogatory

To the fiftieth Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

51st Interrogatory

To the fifty-first Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

52nd Interrogatory

To the fifty-second Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

53rd Interrogatory

To the fifty-third Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

54th Interrogatory

To the fifty-fourth Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

55th Interrogatory

To the fifty-fifth Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

56th Interrogatory

To the fifty-sixth Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

57th Interrogatory

To the fifty-seventh Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

58th Interrogatory

To the fifty-eighth Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

59th Interrogatory

To the fifty-ninth Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

60th Interrogatory

To the sixtieth Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

61st Interrogatory

To the sixty-first Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

62nd Interrogatory

To the sixty-second Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

63rd Interrogatory

To the sixty-third Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

64th Interrogatory

To the sixty-fourth Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

65th Interrogatory

To the sixty-fifth Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

66th Interrogatory

To the sixty-sixth Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

67th Interrogatory

To the sixty-seventh Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

68th Interrogatory

To the sixty-eighth Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

69th Interrogatory

To the sixty-ninth Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

70th Interrogatory

To the seventieth Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

71st Interrogatory

To the seventy-first Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

72nd Interrogatory

To the seventy-second Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

73rd Interrogatory

To the seventy-third Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

74th Interrogatory

To the seventy-fourth Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

75th Interrogatory

To the seventy-fifth Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

76th Interrogatory

To the seventy-sixth Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

77th Interrogatory

To the seventy-seventh Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

78th Interrogatory

To the seventy-eighth Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

79th Interrogatory

To the seventy-ninth Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

80th Interrogatory

To the eightieth Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

81st Interrogatory

To the eighty-first Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

82nd Interrogatory

To the eighty-second Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

83rd Interrogatory

To the eighty-third Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

84th Interrogatory

To the eighty-fourth Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

85th Interrogatory

To the eighty-fifth Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

86th Interrogatory

To the eighty-sixth Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

87th Interrogatory

To the eighty-seventh Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

88th Interrogatory

To the eighty-eighth Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

89th Interrogatory

To the eighty-ninth Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

90th Interrogatory

To the ninetieth Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

91st Interrogatory

To the ninety-first Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

92nd Interrogatory

To the ninety-second Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

93rd Interrogatory

To the ninety-third Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

94th Interrogatory

To the ninety-fourth Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

95th Interrogatory

To the ninety-fifth Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

96th Interrogatory

To the ninety-sixth Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

97th Interrogatory

To the ninety-seventh Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

98th Interrogatory

To the ninety-eighth Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

99th Interrogatory

To the ninety-ninth Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

100th Interrogatory

To the one hundredth Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

101st Interrogatory

To the one hundred and first Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

102nd Interrogatory

To the one hundred and second Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

103rd Interrogatory

To the one hundred and third Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

104th Interrogatory

To the one hundred and fourth Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

105th Interrogatory

To the one hundred and fifth Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

106th Interrogatory

To the one hundred and sixth Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

107th Interrogatory

To the one hundred and seventh Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

108th Interrogatory

To the one hundred and eighth Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

109th Interrogatory

To the one hundred and ninth Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

110th Interrogatory

To the one hundred and tenth Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

111th Interrogatory

To the one hundred and eleventh Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

112th Interrogatory

To the one hundred and twelfth Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

113th Interrogatory

To the one hundred and thirteenth Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

114th Interrogatory

To the one hundred and fourteenth Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

115th Interrogatory

To the one hundred and fifteenth Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

116th Interrogatory

To the one hundred and sixteenth Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

117th Interrogatory

To the one hundred and seventeenth Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

118th Interrogatory

To the one hundred and eighteenth Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

119th Interrogatory

To the one hundred and nineteenth Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

120th Interrogatory

To the one hundred and twentieth Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

121st Interrogatory

To the one hundred and twenty-first Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

122nd Interrogatory

To the one hundred and twenty-second Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

123rd Interrogatory

To the one hundred and twenty-third Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

124th Interrogatory

To the one hundred and twenty-fourth Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

125th Interrogatory

To the one hundred and twenty-fifth Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

126th Interrogatory

To the one hundred and twenty-sixth Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

127th Interrogatory

To the one hundred and twenty-seventh Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

128th Interrogatory

To the one hundred and twenty-eighth Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

129th Interrogatory

To the one hundred and twenty-ninth Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

130th Interrogatory

To the one hundred and thirtieth Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

131st Interrogatory

To the one hundred and thirty-first Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

132nd Interrogatory

To the one hundred and thirty-second Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

133rd Interrogatory

To the one hundred and thirty-third Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

134th Interrogatory

To the one hundred and thirty-fourth Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

135th Interrogatory

To the one hundred and thirty-fifth Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

136th Interrogatory

To the one hundred and thirty-sixth Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

137th Interrogatory

To the one hundred and thirty-seventh Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

138th Interrogatory

To the one hundred and thirty-eighth Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

139th Interrogatory

To the one hundred and thirty-ninth Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

140th Interrogatory

To the one hundred and fortieth Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

141st Interrogatory

To the one hundred and forty-first Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

142nd Interrogatory

To the one hundred and forty-second Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

143rd Interrogatory

To the one hundred and forty-third Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

144th Interrogatory

To the one hundred and forty-fourth Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

145th Interrogatory

To the one hundred and forty-fifth Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

146th Interrogatory

To the one hundred and forty-sixth Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

147th Interrogatory

To the one hundred and forty-seventh Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

148th Interrogatory

To the one hundred and forty-eighth Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

149th Interrogatory

To the one hundred and forty-ninth Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

150th Interrogatory

To the one hundred and fiftieth Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

151st Interrogatory

To the one hundred and fifty-first Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

152nd Interrogatory

To the one hundred and fifty-second Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

153rd Interrogatory

To the one hundred and fifty-third Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

154th Interrogatory

To the one hundred and fifty-fourth Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

155th Interrogatory

To the one hundred and fifty-fifth Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

156th Interrogatory

To the one hundred and fifty-sixth Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

157th Interrogatory

To the one hundred and fifty-seventh Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

158th Interrogatory

To the one hundred and fifty-eighth Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

159th Interrogatory

To the one hundred and fifty-ninth Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

160th Interrogatory

To the one hundred and sixtieth Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

161st Interrogatory

To the one hundred and sixty-first Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black Inhabitant of this Country and that this Deponent has been informed by her Husband and believes that he is a Native Black Inhabitant of this Country

162nd Interrogatory

To the one hundred and sixty-second Interrogatory this Deponent saith that she knows the said Defendant and that he is a Native Black

Complainant came on the [illegible] day of [illegible] upon the Bill and the Answer of the Defendant Henry Darby and upon the Affidavit of Mr. Henry Darby who is Attorney for the Defendant by Consent and by consent also Exhibit here in Court a Note of the Answer of the said Defendant and thereupon on the same Day before Examiner Defendants as followeth

1st To the first Interrogatory this Defendant saith that he well knows the Complainant and Defendant Polly Mata Chitty in this Cause and that he hath or has been for Years or thereabouts and that he doth also know the Defendant Chittatoya in this Cause and that he hath or has been for Years or thereabouts and more saith not to this Interrogatory

2d To the second Interrogatory this Defendant saith that he doth know the Complainant's Father in the Bill of this Interrogatory named Cumbandatone about fifteen years ago to Demand Rent from the Defendant in this Cause and this Defendant did go with the said Polly Mata Chitty in the said Boat the said Polly Mata Chitty did Demand the said Rent and the Answer that the said Defendant did make that he Demand Payment of the said Money and that the said Polly Chitty staid at Cumbandatone along time in hopes of getting the Land and that this Defendant did stay with him for that Purpose this Defendant does not know how long he staid there after he left and more saith not to this Interrogatory

3d To the fifth Interrogatory this Defendant saith that he doth know

and Pusticock two of the Witnesses produced on the part of the Defendant in this Cause and that the said Ramgoot and Pustock are the said Defendants Sons in Law and they do live with the said Defendant on one Plane and they depend upon him for Support and that this Deponent doth know it is customary among the Black People of the Country Gentoo and Malabar Caste for Nephews to enjoy part of their Uncles Estate in proportion with the Uncles Sons and Cousins and more saith not to this Interrogatory

6th To the Sixth Interrogatory this Deponent saith that he doth know Ramgoot and Pustock two of the Witnesses produced on the part of the Defendant in this Cause and that the said Ramgoot and Pustock are the said Defendants Sons in Law and they do live with the said Defendant and depend upon him for Support and more saith not to this Interrogatory

7th To the Seventh Interrogatory this Deponent saith that he doth know Cochand Tumut Clerge Permund Pyah Ignatch and Cannamy Pyah five of the Witnesses produced on the part of the Defendant in this Cause and that the said five Persons so produced as Witnesses on the said Defendants Relations and they do live with the said Defendant at the time this Deponent was in Consultation with the said Polly Mata Chitty and that they depend upon the said Defendant for Support and more saith not to this or the last Interrogatory

Sworn before me at Madras
this [illegible] day of [illegible]
1778

Examined

Interrogatories

Dorothy Ralph or Elizabeth

and Examined on the part

Defendant in a Cause

and at Issue in the

Court of Exchequer

between Thomas Lethbridge

Complainant

and

Thomas Lethbridge

Defendant

1st Do you know the parties Complainant and Defendant

or either of them If yes, how long have you known them

and which of them Declare

2d Are you or was you not Concerned directly or indirectly

in this Cause come here on the part and behalf of the Complainant

and fifty three or on any other and what part If you have

Yeare have you been Concerned to the said Defendant or

or was you not now Concerned to the Defendant nor did

he write the Defendants Corporation Letter Note and other

Expecting any Income or Profit or Loans of Money or otherwise to forgive or forbear

payment or any part of the Debt of the Defendant have you managed and

transacted did you or do you know of any Step by order of the Defendant

writing any Letter or Letters to the Complainant or the deceased Rachel Chitty

or to the Wife of the Interrogatories Named do you know how you heard or

how informed and what Message the Defendant did Manage and Transact

Concerning the Deposit of Lending or Money Concerns If yes Declare the

Contents of the Defendant Demands Bonds Bonds or other Securities with

his own hand writing or by means of any other person or persons and whom

do you know whether the Defendant did ever authorize any person to borrow

or take up any Sum or Sums of Money on his Account or not Declare the same

as you know have been informed or do believe together with the Reasons

of such your belief

Ditto 2 Do you know of any other matter or thing you have you heard or can

you Alledge any thing touching the Matters in Question in this Cause that

may tend to the benefit or Advantage of the Defendant If yes Declare the

same as you know have been informed or do believe together with the Reasons

of such your belief as fully as if you had been thereto Particularly

Interrogated

Wm Dun Pigg

Attorney Defendant

Mayors Court
Madraspatnam

Between Plaintiff & Petty the
Executor and Administrator to the Estate of
Petty deceased by his Attorney
Attorney of Madras Merchant and Copartner
and Partner of Contractors &c
of Madras Merchant Defendant
On the Part of the Defendant

Declarations of Witnesses taken in this Cause before
the Examiner in this Court as followeth

Andrew Pillai of Conjeveram last aforesaid Gentoo aged
Years or thereabouts being produced as a Witness in this Cause on the part
was on the 25th Day of June 1770 Sworn in Form at the Office of
in Attorney for the Complainant by Candappa my Servant the
Name Title and Place of Abode of the said Defendant and afterwards on the
Sworn and Examined Deposeth as followeth

To the first Interrogatory this Deponent saith that he does not know
Complainant Servant Petty in this Cause but that he hath heard
Contradictions Challenges in this Cause and that he hath for
thirty Years or thereabouts been more or less acquainted with
To the Second Interrogatory this Deponent saith that he was
Defendant in this Cause some time in the year One Thousand

Fifty three and that this Deponent has been Concerned to the Defendant
Twenty four Years or thereabouts and that he is now Concerned to the Defendant
and that it was this Deponents business to write the Defendants Despatches
Letters Notes and other Writings respecting any Concerns in Trade or Loans
of Money or otherwise to foreign or distant Places and that this Deponent
Managed and Transacted that Part of the Defendants business and that
this Deponent did not know of any body by order of the Defendant writing any
Letter or Letters to the Complainant or the Deceased Peter Petty but what
Letters of those Interrogatories Mentioned and that this Deponent doth know in-
what manner the Defendant did Manage and Transact his Business as
Deputy of Factory or Mayors Cowle and that it was the Custom for the
Defendant to write Book Colonels or other Servants with Letters
Land Writing and that this Deponent does not know that the Defendant
did ever Authorize any person to Borrow or take any Sum or Sums of
Money on his Account and more especially to the
Sworn &c

Additional Interrogatories
Administered to such Witnesses as shall be produced
Sworn and Examined on the part and behalf of the
Plaintiff in a Certain Cause now depending and
at Issue in the Mayors Court at
Madrasapatnam between Samuel Petty the
late to the Estate and Effects of Peter Petty Merchant
deceased

or order Letter sent by him to the Interrogated whom a

Look at both the Letter now shewn to you at this the time of your Examinate
Marked A and B respectively the latter Letter written by the said
Defendant to Philip Hutt Esqr dated the Number in the Bill of this
Interrogatory whether or no was the said Letter or either and which
of them in the Signature Signature Hand Writing of the Defendant Abraham and do believe
Writing of the Defendant Abraham and do believe

To Ranguish and Annavash } 7th Do you or do you not know Interrogated produced as Witness
in this Cause and how long have you so known how, were he or was he not
Compactly to the Defendant in the Bill of this Interrogatory named
Sometimes during the Year One Thousand Seven Hundred and Sixty
Two or any other and what time before or after the said time Was
he or was he not the Business of the said Interrogated to write the
Defendants Letters do you know of any other person or persons
employed by the Defendant at that time for that purpose Declare
the same as you know and do believe

To Kistnaah and Cotanampillah } 8th Do you or do you not know Manner Interrogated produced as
Witness on this Cause and how long have you known him, did he
did he not keep the Defendants Accounts Concerning the Defendants
transactions and dealings in Money Matter sometimes in the Year
One Thousand Seven Hundred and Sixty two or any other and what time
before or after the said time Declare the same as you know have been
informed

To Ranguish, Cathariah, Ivenalahenny, Annavah, Sewing Pillay, Andanapillay, } 9th Are or are you not acquainted with the
hand Writing of the Defendant in the Bill of this Interrogatory
Named have you ever seen him write or have you ever been
his hand Writing or have you or have you not received Letters

Recorded

Postponed

Examining } of Witnesses on the Part of the

Engrossing

[illegible] by the Complainants Letter to the
Defendant to the said [illegible] the Answer of the
Defendant and that the Defendant did [illegible]
had Disposed of the Sum the Complainants Letter and the Defen
should have been supplied thereof as he best could in the Answer
Granted to the Defendant for three thirty years past and now
to this Interrogatory

6th To the Sixth Interrogatory the Defendant saith he knows
the Answer of the said Hon.ble Body of the Defendant
Interrogatories Granted and that this Defendant did see
Three Received Letters from Lieut.t Col.o Stuart the one Letter
Brother in Law and that no part of the Letters
Interlined now shown him at the the time of the
A. & B. respectively with the Letter written by the said Defendant
Nathl Chitty Attorney also Named in the Bill of these
ure of the said Defendants proper hand Writing as this Defendant
and more saith not to the Interrogatory

7th To the Seventh Interrogatory the Defendant saith, that he doth know
Answer that Honorable Board in this Cause and that he doth
him Thirty Years or thereabouts and that he was Employ'd by the
in the Bill of these Interrogatories Named during all the
Seven Hundred and Sixty two also before and Ever that time and

and the Answer of the said Defendant to which the said Defendants Letters and
that this Defendant does not know of any other Letters that are Employed by the
Defendant at that time for that purpose and more saith not to this or the
last Interrogatory

Thos Welch
Examinr

Mayors Court at Madraspatnam

Robinson Esqr and Chitty Administrators
to the Estate and Effects of Peter Amedee Chitty
late and Deceased against William Hallett Kennedy Complain
ant and Daniel Adrian Chitty Defendant
On the Part of the Defendant

Depositions of Witnesses taken in the Cause by and before
the Examiner in the Court of Jolliffe

Eastwards of Coromandalum Inhabitant but at present at Madras Aged 80 Years
or thereabouts being Produced as a Witness in this Cause on the part of the Defendant and sworn
the 11th Day of May 1778 Sworn in a Room at the Office of the Hon.ble Sir Thos Lyster who is
Attorney for the Complainant by Candapah my Servant who also Left him Book of the
Name Title and place of Abode of the said Defendant and Affidavit on the 13th Day of
the same Month being Sworn and Examined Deposeth as Followeth

1st To the First Interrogatory this Deponent saith, that he doth know the Complain
ant Peter Amedee Chitty in this Cause, and that he doth or knows him Nearly
two Years or thereabouts and that he doth also know the Defendant Daniel
Adrian Chitty in this Cause and that he doth or knows him Nearly

2d

Six Years or thereabouts and more with out to this Interrogatory

2d ... To the Second Interrogatory this Deponent saith, that saving for the
of the Defendant he never did know or hear of any Dealings that
Defendant ever had with Mr Asher Smith or the proceedings in the
mentioned that this Deponent does not know or has without seen any
Bond or Obligation being entered into by the Complainant Peter
with the Defendant (the said Mr Asher Smith or by any one
of the said Defendant and this Deponent doth believe that
evidence has subsisted between the Complainant
Defendant he never have been informed thereof
Years past always been with the Defendant and
this Interrogatory —

6th ... To the Sixth Interrogatory this Deponent saith, that he is
knowledge or Manner of the latest Dealing of the Defendant
Interrogatory mentioned and that the Deponent never
wrote to him the said Defendant Peter in Law and that the
Letter now shown to him at the Time of his Examination
A and B and purporting to be two Letters written by the said
to Petty Master Chitty Pennant the Plaintiff in the Suit of the
stories as of the said Defendant hand Writing and
this is the Last Interrogatory

Sworn Weeks

25

Mayors Court
Madrasapatnam

Between Pennant Petty Attorney
Peter the Elder and Executor of Petty
Master Petty Pennant by his Attorney
Thomas Hornby Complainants And
Constantine the Younger Defendant

On the part of the Defendant

Depositions of Witnesses taken the Cause by & before
the Examiner in the Court at Fort St

Framjee Cowasjee of Condatchee Inhabitant aged Years a Native Age
35 Years or thereabouts being Produced a Witness in the Cause on the part of the Defendant
was on the 11th Day of May 1773 Sworn in presence of the Office of Mr Peter Lyles who is
Attorney for the Complainant by Captain any Interpreter who also first have a Book of the
Name Title and Effect of the said Defendant and Affirmed on the 12th Day of
the same Month being Sworn & Examined Deposeth as followeth —

... To the first Interrogatory this Deponent saith, that he doth know the
Complainant Pennant Chitty in this Cause and that he hath or known him
Twenty Years or thereabouts — and that he doth also know the Defendant
Coverlondathan Chittapa in this Cause, and that he hath or known him
Twenty two Years or thereabouts and more with respect to this Interrogatory

... To the Second Interrogatory this Deponent saith that saving for knowledge
of the Defendant he did not know nor has never heard that the Defendant
had any dealings with Mr Asher Smith in the proceedings in this Cause
Mentioned that this Deponent does not know nor has ever heard of any
Suit Bond or Obligation being entered into by the Complainant Peter

Lyles

Mendonet this Defendt does not know nor has not heard of any such
or Allegation in the Complainants Bill by the Complainants Bill together
Defendt & the Defendt Mendonet
Defendt and this Defendt will Letters of Contract
between the Complainants Father and the Defendt he would have
thereof for the last Years for three thirty years past as the Complainants
and more saith not to this Interrogatory.

To the Sixth Interrogatory this Defendt saith that he cannot
the Character or Manner of the hand Writing of the Defendt
of this Interrogatory named and that this Defendt
never heard Father himself from him for he has not
to his Use — and that the Letter now shewn
of this Examination Marked A & D purporting to be
the said Defendant to Cotty Venkatachelly Pennant
Title of this Interrogatory is of the hand Writing of
and more saith not to this Interrogatory

To the Seventh Interrogatory this Defendt saith that he will know
pretended or Alledged in the Cause and that he hath
or thereabouts and that he was Employed by the Defendt in
this Interrogatory named about the Year One Thousand Seven Hundred
and Sixty two and that it was the Intent of the said Employment that
the Defendt Letter that this Defendt was not shown proof
or persons employed by the Defendt at that time for that purpose
saith not to this or the last Interrogatory

Between Venkatachelly Pennant Cotty Plaintiff

Mayors Court at Madraspatnam

and

Cotty Pennant by his Attorney Nellore Hannely Complainants and Countendeton Chettaya Defendant

On the Part of the Defendant

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

Iyaviah of Villavakum Inhabitant but at present at Madras Aged 50 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendant was on the 11th Day of May 1772 Sworn in Person at the Office of Mr. John Sykes one of Attorney for the Complainant by Candapah my Servant who also Interpreted the Name Title and Place of Abode of the said Defendant and afterwards on the 15th Day of the same Month being Sworn and Examined Deposeth as followeth —

To the first Interrogatory this Deponent saith, that he doth know the Complainant Pennant Cotty in this Cause, and that he hath so known him Twenty three Years or thereabouts and that he doth also know the Defendant Countendeton Chettaya in this Cause, and that he hath so known him Thirty Six or Thirty Seven Years — and more saith not to this Interrogatory.

To the Second Interrogatory this Deponent saith, that to the knowledge of the Defendant he never did know or hear that the Defendant had any Dealings with Mr. John Smith in the proceedings in this Cause Mentioned — this Deponent does not know nor has not heard

of

of any Sum Sums or Obligation being entered into by the Complainant together with the Defendant to the said M.r John Smith only or any of the said Defendant and that the Defendant did Either Jointly or Severally have or receive any Sum or Sums of Money or Effects for the Use of the Complainant Either out of the Estate of the said Deceased or otherwise howsoever Continually with the said Defendant and were with out Doors

4th To the fourth Interrogatory this Defendant saith that he doth know Moorilly and that he hath or knows him Twenty four or Thirty years that he doth also know that the said Deceased Thousand Seven Hundred and Sixty two and any other Sum or Sums for the Defendant on the Side of the Interrogatories Mentioned not to be Matters or any other Effects to Account the Defendant that this Defendant never did know nor does not believe that the said Deceased ever employed the said Deceased Jointly or any other Person any Bonds or Obligations or any other Securities for and on the said Defendant and were with out to this Interrogatory

5th To the fifth Interrogatory this Defendant saith that he never Dealt with the Deceased in the Life of the Interrogatory did carry on and transact his Business concerning Loans and Borrowings or other Matters and that he always carried on his Business Openly or Secretly that this Defendant never did know nor has not heard that the said Deceased ever employed any Person or Persons to borrow Sums and Sums of Money Either of or from any Person Persons or Bodies Politick for him and on his Account or to Pay the same back again or any Part thereof as in the Interrogatory is Mentioned and this Defendant doth not know nor has not heard that the said Deceased ever Employed any Person or Persons to Receive Interest or Premium for Money by him Lent or Advanced to any Person or Persons whatsoever nor

Bond or Obligation being entered into by the Complainants Father together with the Defendant to the said Mr. John Smith or by any one on Account of the said and that this Defendant doth believe that if such a Transaction has happened between the Complainants Father and this Defendant he must have been informed thereof as he this Defendant has lived with the said Defendant these Twenty five Years past and has always assisted in the Management of the said Defendants Concerns and more saith not to this Interrogatory—

To the first Interrogatory this Defendant saith that he doth know the Complainant Peroomal Chitty in the Cause and that he doth believe him to be Twenty eight Years or thereabouts and that he doth also know the Defendant Comaty Chitty in the Cause and that he doth believe him to be Twenty Eight Years or thereabouts and more saith not to this Interrogatory—

To the second Interrogatory this Defendant saith that during the Lunacy of the Defendant he did not know nor has not heard that the Defendant had any dealings with Mr. John Smith in the proceedings in this Cause Mentioned nor does this Defendant know or ever heard of any such Bond or Obligation being entered into by the Complainants Father together with the Defendant to the said Mr. John Smith or by any one on Account of the said Defendant and that this Defendant doth know and believe that such a Transaction has happened between the Complainants Father and this Defendant he must have been informed thereof as he this Defendant has lived with the said Defendant these Twenty five Years past and has always assisted in the Management of the said Defendants Concerns and more saith not to this Interrogatory—

To the Eight Interrogatory this Defendant saith that he doth know Thomas Pillai Pandaram a Witness in this Cause and that he doth believe him Twenty five Years or thereabouts and that he did keep the Defendants Account Concerning the Defendants transactions and dealings in many Matters in the Year One Thousand Seven Hundred and Eighty two and also before and since that time— and more saith not to this Interrogatory—

he hath or known him thirty Years or thereabouts, that this Deponent
doth know that the said Dewa Roy Mootilly was not about the Year
One Thousand Seven Hundred and Sixty two or at any other time
Gomastah or Agent for the Defendants in the Stile of these Interrogatories
Named, that this Deponent does not know nor never did hear that the
said Dewa Roy Mootilly was sent to Madras or any other place or Places
to Transact the Defendants Business that this Deponent never did hear
nor does not believe that the said Defendants did ever empower the said
Dewa Roy Mootilly or any other Person or Persons to execute any Bonds
or Obligations or any other Especialties for and in the Name of the
said Defendant and more saith not to this Interrogatory.

To the fifth Interrogatory this Deponent saith that he was informed
and Represented with the Manner and way the Defendant in the Stile
of these Interrogatorys Named did carry on and Transact his Business
Concerning Loans and Engagements of Money or other Matters and that
the said Defendant transacted his Business himself without the Means
of Aforesaid or Dyed, and that this Deponent never did hear or
know that the Defendant did empower any Person or Persons to
Execute the Deeds and Bonds for Money taken up in Foreign
parts for him and in his Name or Account and more saith not
to this or the last Interrogatory.

J. Welch
Examiner

Mayor's Court
Madraspatam

Between Permaul Chitty &
Accountant to the Estate and Effects
of Petty Muta Chitty Deceased by his
Attorney William Moody Complainants
and Coomandaloor Chittatya Defendt

On the part of the Defendant

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

Vera Danny Iyengar of Vellamaree but at present at Madras
Inhabitant Aged 42 Years or thereabouts being produced as a Witness on this Cause
on the Part of the Defendant was on the 7th Day of August 1778 Sworn in Person
at the Office of Mr John Taylor also Attorney for the Complainant by Constapa
my Servant who also left him a Note of the Name Title and place of abode of the said
Deponent and Afterwards on the same Day being Sworn and Examined Deposeth
as followeth

To the first Interrogatory this Deponent saith that he doth the Complain
ant Permaul Chitty in this Cause, and that he hath so known them
Twenty four Years or thereabouts and that he hath so known the
Defendant Coomandaloor Chittatya in this Cause and that he hath
so known him twenty years or thereabouts and more saith not to this
Interrogatory.

To the fourth Interrogatory this Deponent saith, that he doth know

Dewa

Dava Roy Mootilly in the proceedings in this Cause named and that he hath or hereon Since Twenty Years or thereabouts — and that he doth also know that the said Dava Roy Mootilly was not sometime in or about the Year One Thousand Seven Hundred and Sixty two or at any other time Gomastah or Agent for the Defendant in the Title of the Interrogatorys named, nor the said Dava Roy Mootilly never was sent to Madras or to any other place or places to transact the Defendants business and that this Deponent never did hear nor does not believe that the said Defendant ever empowered the said Dava Roy Mootilly or any other person or Persons to execute any Bonds or Obligations or any other Securities for and in the Name of the said Defendant — and more saith not to this Interrogatory —

5th — To this fifth Interrogatory this Deponent saith, that he was informed and Acquainted with the Manner and way the Defendant in the Title of the Interrogatories Named did carry on and transact his business concerning Loans and payments of Money and that he did transact such business himself with out the Means of Gomastah or Agent that this Deponent does not know nor never did hear that the Defendant did ever empower any Person or Persons to Execute Deeds and Bonds for Moneys taken up in foreign parts for him and in his Name or Account and more saith not to this Interrogatory —

To the Ninth Interrogatory this Deponent saith, that he was frequently in Company with the Defendant in the Title of this Interrogatory named during the Year One Thousand Seven Hundred and Sixty two and that he was Acquainted with his Concerns and Connections in Trade and Business respecting Loans and payments of Money and that the Defendant did frequently make his Money Concerns the Subject of his Conversation during such times he was so in this Deponents Company, and that this Deponent never did hear him at any time Mention any Concerns and Connections in business with Petty Mootoo Chitty Merchant in the Title of the Interrogatories Named — And more saith not to this or the last Interrogatory —

Thomas Welch
Examiner

Mayors Court at Madrasspatnam

Between Ponnoo Chitty Merchant Trader to the Estate and Effects of Petty Mootoo Chitty Deceased by his Attorney William Hornby Complainant and Coombenahem Chittoo Defendant

On the part of the Defendant

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

Pethenapada of Villavanna Coopty Aged 42 Years or thereabouts being Produced a Witness in this Cause on the part of the Defendant was on the 16th Day of February

February 1779 Sworn in Person at the Office of Mr. John Sykes who also for the Complainant by Candafee my Servant who also left him a Note of the Name Title and Place of Abode of the said Defendant and after the same Day being Sworn and Examined Deposeth as followeth

To the first Interrogatory this Deponent saith that he does not know the Complainant Permaul Chitty in this Cause but that he doth know the Defendant Comandadelum Chittatya in this Cause and that he hath known him twenty five Years or thereabouts and more saith not to this Interrogatory —

To the fourth Interrogatory this Deponent saith that he doth know Davy Roy Mowlly in the proceedings in this Cause named and that he doth or hath known him twenty six Years and that he doth know the said Davy Roy Mowlly was not in the Year One Thousand Seven Hundred and Sixty two or at any other time previous or Agreed for the Defendant in the Title of these Interrogatories named and that the Deponent does not know nor has not heard that the said Davy Roy Mowlly was sent to Madras or any other place or places to demand the Defendants Effects that this Deponent never did know nor doth believe that the said Defendant did ever employ the said Davy Roy Mowlly or any other Person or Persons to recruit Bonds or Obligations or any other Specialties for and on the Name of the said Defendant and more saith not to this Interrogatory —

To the Fifth Interrogatory this Deponent saith that he was employed and Acquainted with the Defendant in the Title

of these Interrogatories named did carry on and transact his Business Concerning loans and Payments of Money and other Matters and that he Corresponded himself without the Means of a Comadah he Corresponded himself without the Means of a Comadah or Agent that this Deponent does not know nor never did hear that the Defendant did employ any Person or Persons to recruit Bonds & Bonds for Money taken up in foreign parts for him and in his name or Account — and more saith not to this or the last Interrogatory —

Thomas Welch

Examined

Between Permaul Chitty Merchant

Mayors Court at

Madraspatnam

Inhabitant of the Place and Effects of Petty Motta Chitty Deceased by his Attorney William Hornby Complainants and Comandadelum Chittatya Defendant On the part of the Defendant

Depositions of Witnesses taken in this Cause by & before the Examiner in this Court as followeth —

Permaul Ayah of Comandadelum but at present at Madras Inhabitant Age 40 Years an Interpreter being Produced as a Witness in this Cause on the part of the Defendant was on the 7th Day of August 1779 Sworn in Person at the Office of Mr. John Sykes who is Attorney for the Complainant by Candafee my Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and Afterwards on the same Day being Sworn and Examined Deposeth as followeth —

1st To the first Interrogatory this Deponent saith, that he doth know the Complainant Permaul Chitty in this Cause, and that he hath or hath been Twenty Years or thereabouts — and that he doth know the Defendt Coomtandalum Chittatoga in this Cause and that he hath or hath been thirty five Years or thereabouts — and more saith not to the said

4th To the fourth Interrogatory this Deponent saith, that he doth know Dawa Roy Moodelly in the proceedings in this Cause named and that he hath so known him Twenty Six Years or thereabouts — and that he doth also know that the said Dawa Roy Moodelly was not about the Year One Thousand Seven Hundred and Sixty two or at any time before the

Deponents knowledge Remembrance or Regard for the Defendt and the other Interrogatorys named, that this Deponent was not Present nor ever heard or been informed that the said Dawa Roy Moodelly ever went to Madras or any other place to transact the Defendts Business — that this Deponent never Did know nor ever heard that the said Defendt did ever empower the said Dawa Roy Moodelly or any other Person to Execute any Bonds or Obligations or any other Specialties for and on the Behalf of the said Defendt and more saith not to this Interrogatory —

5th To the fifth Interrogatory this Deponent saith, that he was informed and Acquainted with the Manner and Way the Defendt hath the Title of the Interrogatorys named did carry on and transact his Business concerning Loans and Payments of Money, and that he always

transacted such Business himself without the Assistance of a Gomastah or Agent that this Deponent never did know that the Defendt ever empower any Person or Persons to Execute Bonds and Bonds for Money taken up in foreign parts for him and on his Name or Account — and more saith not to this or the last Interrogatory —

Sworn to on 29th

Tho. Welch
Examind

Between Permaul Chitty Merchant
Native to the Estate and Effects of Chitty
Mooto Chetty Deceased by his Attorney
William Hornby Complainants and
Coomtandalum Chittatoga Defendt

On the Part of the Defendt

Depositions of Witnesses taken in this Cause and
before the Commrs at Madras

Madraspatnam

Andanpillaie of Coomtandalum Concerby but at present at Madras Aged Forty
Years or thereabouts being produced as a Witness in this Cause on the Part of the Defendt
was on the 29th Day of June 1773 Sworn in Person at the Office of Mr John Lyles one
of the Attorneys for the Complainant by Pardesy my Servant who also left him a Mate
in Attorney for the Defendt and afterwards on the
same Day being Sworn and Examind Deposeth as follows —

7. To the first Interrogatory this Deponent saith, that he was not known Complainant Leonard Chitty in this Cause but that he doth know Defendant Coondatalum Chettiar in this Cause and that he so known time Thirty Years or thereabouts and more saith not to Interrogatory

8th To the fourth Interrogatory this Deponent saith that he doth know Roy Moodly in the proceedings in this Cause named and that he so known time Twenty four Years or thereabouts and that he doth know that the said Dave Roy Moodly was not alive in or about the Year One Thousand Seven Hundred and any other time Grantah or Agent for the Defendant in the Interrogatories Named and that he doth know that the said Moodly was not sent to Madras or any other place or places by the Defendants knowing that this Deponent never did hear nor do not believe that the said Defendant did ever empower the said Roy Moodly or any other person or persons to execute any Obligations or any other Securities for and on the Name of the said Defendant and more saith not to this Interrogatory

To the Fifth Interrogatory this Deponent saith, that he was informed and Acquainted with the Manner and way the Defendant in the Title of these Interrogatories named did carry on and Transact his business concerning Loans and Payments of Money or other matter

and that he did carry on his Business of himself without the assent of his Gomastah or Agent and that this Deponent did never hear nor does not know that the Defendant did ever entrust any Person or Persons to Execute Bonds & Bonds for Money taken up in foreign parts for him and in his name or Account and more saith not to this Interrogatory

To the Sixth Interrogatory this Deponent saith, that he is acquainted with the Character or Manner of the Hand Writing of the Defendant in the Title of these Interrogatories Named and that this Deponent hath seen have write and also seen Letters written by him to his Son and Neither of the two Letters nor their Signatures now shown to him at this the time of his Examination Marked A & D purporting to be two Letters written by the said Defendant to Petty Moota Chitty and also Named in the Title of these Interrogatories as of the hand Writing of the said Defendant and more saith not to this or the last Interrogatory

Thomas Welch
Examined

Mayors Cowrt
Madraspatnam

Between Leonard Chitty Adminis-
trator to the Estate and Effects of Petty
Moota Chitty Deceased by his Attorney
William Hornby Complainants and
Coondatalum Chettiar Defendant
On the part of the Defendant

2d To the first Interrogatory this Deponent saith, that he does not know the Complainant Pennant Chitty in the Cause in the Interrogatory mentioned but he doth know the Defendant Coondandalum Chittatoy in the Cause, and that he is so known these thirty Years or thereabouts — and more saith not to this Interrogatory —

4th To the fourth Interrogatory this Deponent saith, that he doth know Dava Roy Moodelly in the proceedings in this Cause named and that he is so known these Fourty four Years or thereabouts, and that he doth know that the said Dava Roy Moodelly was not ever known or called about the Year One Thousand Seven Hundred and Sixty two or any other time Gomastah or Agent for the Defendant in the Interrogatories Named, and that he doth know that the said Dava Roy Moodelly was not sent to Mecca or any other place or places to the Defendants knowledge that this Deponent never did hear nor does not believe that the said Defendant did ever empower the said Dava Roy Moodelly or any other person or persons to execute any Bonds or Obligations or any other Securities for sum in the Name of the said Defendant and more saith not to this Interrogatory —

5th To the Fifth Interrogatory this Deponent saith, that he was informed and Acquainted with the Manner and way the Defendant in the Title of these Interrogatories named did carry on and transact his Business concerning Loans and Payments of Money or other matter and

and that he did carry on his Business himself without the means of a Gomastah or Agent — and that this Deponent did never hear nor does not know that the Defendant did ever empower any Person or Persons to Execute Bonds or Bonds for Money taken up in foreign parts for him and in his name or Account — and more saith not to this Interrogatory

6th To the Sixth Interrogatory this Deponent saith, that he is acquainted with the Character or Manner of the Hand Writing of the Defendant in the Title of these Interrogatories Named — and that this Deponent doth believe that the several Letters written by him to his Son bearing Date the 1st day of May 1769 and also the Letter written by him to his Son bearing Date the 2d day of May 1769 and also the Letter written by him to his Son bearing Date the 3d day of May 1769 and also the Letter written by him to his Son bearing Date the 4th day of May 1769 and also the Letter written by him to his Son bearing Date the 5th day of May 1769 and also the Letter written by him to his Son bearing Date the 6th day of May 1769 and also the Letter written by him to his Son bearing Date the 7th day of May 1769 and also the Letter written by him to his Son bearing Date the 8th day of May 1769 and also the Letter written by him to his Son bearing Date the 9th day of May 1769 and also the Letter written 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Interrogatories to be Interpreted to this Court by and for the Examiner in the Court in Scottish

James Pollock of Cullenross Constable first sworn and Examined at Stirling the Year & thereabouts being Produced as a Witness in this Cause on the part of the Defendant was on the 28th Day of June 1778 shown in Court at the Office of John Lythe who is Attorney for the Complainant by Constable my assistant who left him a Note of the Name Title and place of Abode of the said Defendant and afterwards on the same Day being Sworn and Examined Deponeth as follows

1st To the first Interrogatory this Deponent saith that he does not know the Complainant Pursuit Chilly in the Cause in the Interrogatory Mentioned but the Defendant Covenanted with Chilly as this Deponent believes and more he hath not to know Time thirty five Years or thereabouts and more saith not to this Interrogatory

4th To the fourth Interrogatory this Deponent saith that he doth know Dewa Roy Mendilly in the proceedings in this Cause named and that he doth or knows time thirty five Years or thereabouts that this Deponent doth know that the said Dewa Roy Mendilly was not in or about the Year one Thousand Seven Hundred and Sixty two or at any time Generall or Agent for the Defendant in the Title of these Interrogatories named and that this Deponent doth know that the said Dewa Roy Mendilly was not sent to Madras or any other Place or places to transact the Defendants Business that this Deponent doth know or believe that the said Defendant did ever employ the said Dewa Roy Mendilly or any other Person or Persons to Execute any Bonds

or Obligations or any other Specialties for and in the name of the said Defendant and more saith not to this Interrogatory

5th To the fifth Interrogatory this Deponent saith that he was employed and Acquainted with the Manner and way this Defendant in Title and Interrogatories named did carry on and transact his Business of these Interrogatories named did carry on and transact his business concerning Loans and Payments of Money or other Matters and that he did carry on and Transact his Business himself without the name of a Gomastah or Agent and that this Deponent never did hear nor does not know that the Defendant ever did employ any Person or Persons to Execute Bonds and Bonds for Money taken up on Foreign parts for him and in his Name or Account and more saith not to this Interrogatory

6th To the Sixth Interrogatory this Deponent saith that he is Acquainted with the Character or Manner of the hand Writing of the Defendant in the Title of these Interrogatories Named and that this Deponent has seen him write and also saw a Letter he wrote to his Brother but saw him write and also saw a Letter he wrote to his Brother but that neither of the Two Letters nor their Signatures were known to him at this the time of his Examination Marked A & D produced to be two Letters written by the said Defendant to Pursuit Chilly deceased also named in the Title of these Interrogatories to the best of this Deponents knowledge of the hand Writing of the said Defendant and more saith not to this or the last Interrogatory

Thomas Welch
Deponent

(1218)

Mayors Court at
Madrasapatnam

Between Pennel Cheltty Attorney
to the Estate and Effects of the
late Cheltty Deceased by his Wife
Williamma Mennelly Complainants and
Coomdandalum Chettatye Defendant
On the part of the Defendant

Depositions of Witnesses taken in this Cause and sworn
the Examiner in the Court as followeth viz.

Coopen Pillah of Villiveranum Cannerfly but at present at Madras Aged 60 Years
or thereabouts being Produced as a Witness in this Cause on the part of the Defendant
was on the 19th Day of June 1778 Sworn in Person at the Office of the Examiner
& Interpreter by Candapa my Servant who also Affirm him attho
of the Name Title and place of Abode of the said Defendant and afterwards on the
Day following being Sworn and Examined Deposeth as followeth viz.

1. To the first Interrogatory this Deponent saith, that he doth know
the Complainant Pennel Cheltty in this Cause, but that he doth know
the Defendant Coomdandalum Chettatye in this Cause, and that he
hath or known thirty Years or thereabouts - and more saith to
this Interrogatory -

2. To the fourth Interrogatory this Deponent saith, that he doth know Dewa
Roy Mootelly in the proceedings in this Cause named and that he doth
or known him thirty five Years or thereabouts - that he doth know that

(1219)

the said Dewa Roy Mootelly was in the Year One Thousand Seven Hundred
and Sixty Two employed by the Defendant in the Title of Shroff
Serve named - but this Deponent doth know that the said Dewa Roy
Mootelly was not sent to Madras or any other place or places to
transact the Defendants business that this Deponent never did hear
nor doth not believe that the said Defendant did ever authorize the
said Dewa Roy Mootelly or any other person or persons to Execute
any Bonds or Obligations or any other Securities for and in the Name
of the said Defendant and more saith not to this Interrogatory -

To the fifth Interrogatory this Deponent saith, that he is acquainted
with the Manner and way the Defendant in the Title of Shroff
Interrogatory named did carry on and transact his Business
concerning Loans and payments of Money or other Matter and
that the said Defendant transacted all his Business himself
without the Assistance of a Gomastah or Agent - that this
Deponent never did hear nor does not know that the Defendant
did authorize any Person or Persons to Execute Bonds and
Bonds for Money taken up in foreign Parts for him
and on his Name and Account - and more saith
not to this or the last Interrogatory -

Sworn before me

T. Welch
Examiner

(1220)

Mayors Court at Madraspatnam

Between Pomiah Chitty Admin-
istrator to the Estate and Effects of Poley
Moda Chitty Deceased by his Attorney
William Hornby Complainants and
Coondandaloom Chittaiya Defendt

On the part of the Defendt

Depositions of Witnesses in the Cause and Effects
Examined in the Court at Fort St. George

Ironmonger of Coondandaloom but at present at Madras Inhabitant aged
60 Years or thereabouts being Produced as a Witness in the Cause on the part of the
Defendant was on the 6th Day of March 1779 Sworn on Oath at the Office of the
Secretary before who is Attorney for the Complainant by Christopher my Servant who also
first knew Both of the Name Parties and Defendant and
afterwards on the same Day being Sworn and Examined Deposeth as follows:—

To the first Interrogatory this Deponent saith that he does not know the
Complainant Pomiah Chitty in this Cause, but he doth know the Defendt
Coondandaloom Chittaiya in this Cause, and that he hath to known for
Twenty five Years or thereabouts — and more saith not to this Interrogatory

To the Ninth Interrogatory this Deponent saith that he was frequently
in Company with the Defendant in the Stile of these Interrogatories
Named during the Year One Thousand Seven Hundred and Seventy
and also before and since that time and that this Deponent was

(1221)

informed and Acquainted with his Concerns and Connections in Trade
and Business transacting Loans and Payment of Money and that the
Defendant did frequently make his Money Concerns the Subject of
his Conversation during such time he was in or on his Company
and that this Deponent never did hear him at any time Mention any
Concerns and Connections or Dealings with Poley Moda Chitty Deceased
in the Stile of these Interrogatories Named and more saith not to this
or the last Interrogatory.— Sworn

Thomas Welch
Examined

Fort the 25th Novr 1780

In the Worshipful the Mayors
Court at Madraspatnam

Between Pomiah Chitty Admin-
istrator to the Estate and Effects of
Poley Moda Chitty deceased by his Attorney
William Hornby of Madras Inhabitant
Complainant and Coondandaloom
Chittaiya of the same place Inhabi-
tant Defendant

Thomas Jones of Madras Inhabitant Deposeth &c

The Humble Bill of Mayors Court at Madraspatnam maketh Cath and
that he this Defendant did on the Eighteenth Day of this present Month
of November in the Year of Our Lord One Thousand Seven Hundred and
Eighty go to the House where the said Defendant Complainants
Chattels lay Cast hired in a Palanqueen with an Intent to serve him the
Defendant with an Order made in the above Cause bearing date the
Eighteenth day of the said Month of November whereby it was ordered
hearing this Cause till Tuesday Next when upon the Said Order
Summoned and Ordered that the Attorney for the Complainant do serve
the Defendant with Notice of hearing the said Petition on the said Defendant
he this Defendant did leave a Copy of the said Order at the said House
where the said Defendant last lived as aforesaid

Thomas Jones

Sworn at Madraspatnam this 21 Day of
November in the Year of our Lord 1780

Sworn to in Court
Nov 21. 1780

James Taylor
Regr

Tuesday the 21st Day of November
Anno Domini 1780

Mayors Coverts
Madraspatnam

Present

Edward John Holland Esq Mayor
Thomas Cooper
James Call
Aldermen

Between Bernard Chitty Attorney
Factor of Petty Moota Chitty Deceased
by his Attorney William Moody of Madras
Inhabitant Complainants and Cuntoo
Satum Chettaty of the same place
Merchant Defendant

This Cause coming on to be heard and Debated this Day
in the presence of the Attorney for the Complainant & the Attorney for the Defendant
having Counsel Called for Reading the Affidavit of Thomas Jones of Madras
of Hearing, The Complainants Bill with Copy for Recond Counsel
an Assignment or Power of Attorney Annexed The Answer thereto
The Amended Petition Interrogatories Exhibits of the Letter Bundle Marked
AYB The Amended Petition the Interrogatories and Depositions
the part of the Complainant with Papers Marked ABCD and E
Copies

Defendant to Cross Complainant

William Hornby the above named Cross Defendant and Cross Complainant Humbly Saith that the Defendant hath in the proceedings of this said Cause and Cross Cause put in Validity of a Warrant of Attorney Executed by the above Named Defendant and Executors Ranganah and Praises the Respondents Solicitors Attorneys of this Honble Court to Cross Complain on his behalf in this Honble Court by this Defendant against the said Cross Complainant and as the Power Granted by Virtue of the said Warrant of Attorney is Void of the Matters in dispute in the said Cause and Cross Cause this Defendant is advised and Truly believes that it is not necessary for him to Answer to the Hearing of the said Cause and Cross Cause and the said Warrant of Attorney by Reason of Which Defendant

Sworn to in Court
this 24th Day of Oct 1792

William Hornby

James Taylor
Clk

Before the Honble the Mayor
Court of Madraspatnam

The Answer of William Hornby
Defendant to the Petition of William Hornby
the above named Petitioner

the Commission of Witnesses in the above Cause for Whereas this Respondent Sheweth that some time in the month of October which was in the year of Our Lord One Thousand Seven Hundred and Ninety Seven the Petitioner William Hornby did file a Petition in this Honble Court thereon Setting forth the Cause this Respondent having filed his said Bill and the Power of this Honble Court thereon or likewise claiming a Right in the premises aforesaid by Virtue of a Mortgage Executed to the aforesaid Sett by the said Ranganah to this Respondent which Mortgage the said Petitioner Setforth was for the Sum of Five Hundred Pagodas and Executed by Ranganah and one Coly this Respondent did Answer the said Petition Absolutely denying the Right of the said Petitioner to the premises as Setforth and that Ispeed. Sam Thompson and Sundry Notes passed for the Exam- -ination of Witnesses and Witnesses were Examined by this Respondent

Ans.

(1829)

893

(1829)

but the Petitioner neglecting to Comply with the Order so Report of the
said Master notwithstanding the frequent Opportunities afforded
by the interference of this Honble Court Petitioner did put in the said
Petition and Answer, but the Petitioner not being satisfied with the Order
of this Honble Court for Sustentation to put the Defendant further to the
trouble and Charge who was prepared to support the Order
of this Honble Court after which this Defendant would further not
be withdrawn his Claim to the said premises by paying to either
his aforesaid Petition upon payment of Costs, to which the
said Petitioner did refuse to Consent to this Defendant thereupon
of the said premises or to deliver him the Deeds of the same
Defendant has been informed he had in his Custody the Defendant
Complainant filed a Bill of Complaint against the said Defendant
on or about the Twenty Ninth day of November which was subscribed
of Our Lord One Thousand Seven Hundred and Twenty
the said Bill of Sale and for quiet possession of the said premises also
instead of complying with the Reasonable Request and only disputed
their Respondents Right to demand the said Deeds of Sale which by
due of Possession to the premises in question and also filed a Cross Bill
against this Respondent for possession thereof which the Defendant
did Answer and the proceedings having been suspended to abide upon
the Self same identical grounds as those exhibited in the aforesaid Bill
the said Petitioner doth now want to Compel this Defendant by
Respondent is humbly of Opinion he is entitled

Dismissed from the Rolls at the Town Hall
Tuesday the 5th Day of December June Term 1820

Counsel
Edward John Holland Esq. Keyes
Cotton Bourdeaux Dent and Edw. Spencer
Solicitors.

Sol. Smith
and
William Mowsby
&
Et Contra

Bill filed on Affidavit thereof Rec.
Answer Read
Report Bill of Complaint Rec.

The Original Defendant and Cross Complainant
said Petition and the Answer thereto Coming on to be heard and thereupon
this Day in the presence of the Attorneys on both Sides in Reading the
said Petition, the Answer, the Original Bill of Complaint and Hearing
the Pleadings made thereof by the Attorneys and on the Consideration
had

or Otherwise affecting any of the matters and things in the said Bill of Complaint to be true and therefore and from and
are therein and thereby referred and alledged which to be answered by
this Defendant as he is advised he is not bound to make any
further or other answer to the said Bill of Complaint and this Defendant
submits to the Honourable this Court that he ought to be hence
dismissed out of the Honourable this Court with his reasonable
Costs and Charges in this behalf sustained and this Defendant
humbly prays to be hence dismissed out of this Honourable Court
with his reasonable Costs and Charges in this behalf sustained
And this Defendant for further Answer to the Bill of Complaint
of the Complainants as to the Sum of Two Hundred and
Fifty Nine Pounds Eighteen Shillings and Sixpence in the
Bill of Complaint mentioned and to the Receipt thereof by
this Defendant from the Complainants or any of them
this Defendant says that he admits that he did receive the
said Sum of Two Hundred and Fifty Nine Pounds Eighteen
Shillings and Sixpence from the Complainants but this
Defendant says that he did not receive the same for the
Complainants use or as their Money but this Defendant
says that he received the same for his own use and as his
own Money and this Defendant says that he hath not
since paid the same or any part thereof to the Complainants
or any of them or to any person or persons for their use
or by their order or appointment and this Defendant
denies that he ever promised to pay the same to the
Complainants or any of them in manner and form as
they have in their said Bill of Complaint in that behalf
alledged and this Defendant denies that he is indebted
to the Complainants or any of them in the said Sum of
Two Hundred and Fifty Nine Pounds Eighteen Shillings
and Sixpence or any other Sum or Sums of Money
whatsoever and this Defendant denies all Combination
and Confederacy wherewith he is charged in the said
Bill of Complaint without this that there is any other
matter cause or thing in the said Bill of Complaint
contained material or necessary for this Defendant to
make any further 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 as
this Honourable Court shall direct and Order and
this Defendant having fully answered the said Bill of
Complaint prays to be hence dismissed with his
reasonable Costs and Charges in this behalf sustained

Sworn at the Office of Messrs Bicknell & Co
in Chancery Lane in the County of Middlesex
the Seventeenth day of April One thousand
seven hundred and ninety seven before me
Thomas Bicknell

Thomas Bicknell

Thomas Bicknell

humbly inform this Worthy Court that from the way of life & progress that he is now from the fourth day of May instant was in the Year of Our Lord One Thousand Seven Hundred and Eighty Seven the said Defendant here at his Estate and Effects did and stopped here & and hence hath as his said Creditors & Contractors & Despite for their Just Demands and therefore can not make at this present Property Estate and Effects are not enough for the Benefit his Creditors Ought not to be Compelled Secondly the Defendant liable to the said suit as were his then Creditors after in Equity for it is reasonable to presume that his said Estate and effects are still to be fully adequate for to his said Creditors by the Defendant the said Defendant & Stock of their own Charges and have Supplied the by Decrees of this Worthy Court and humbly prays to be hence dismissed with his Cause most wrongfully sustained

(1237)

Copy of Letter of Licence

To all People to whom these presents shall Come We who have hereunto Subscribed our Names and Affixed our Seals Creditors of Charles Darke of West Grange Merchant and Agents or Representatives of Creditors sent Greeting Whereas the said Charles Darke on the Day of the Date hereof is Indebted unto us the several Creditors here under named and there our Constituents in Divers Sums of Money which at present he is not able to pay or Satisfy without Respite and time being given him for the payment thereof the said Charles Darke hath therefore made an Order to give his Creditors all the Satisfaction in his power by a Deed of Trust bearing equal date herewith Assigned over all his Estate Effects Debts and property whatever unto Stephen Dawson Darke John de Frois George Mowbray Alexander Gutteridge and George Porter In Trust that they shall take possession of Collect in Receive and dispose of all the Effects Debts and property of the said Charles Darke and thereout or from the Proceeds or Amount thereof to pay off and discharge the Respective Debts of the said Charles Darke agreeable to the purport of the said Deed of Trust Now we do therefore that we the said several Creditors and Representatives of Creditors and every and each of Us Have Given and Granted and by Virtue of these our present Letter do give and grant unto the said Charles Darke full and free liberty Licence power and Authority to go about Attend follow and Negotiate any Affairs Business matters and things whatsoever to or about any place or places whatsoever without any Let Trust Trouble Arrest Attachment

Edward Hall
Atty for the Defendt

Filed 1st November 1742

said Complainant to maintain his Action against the said Defendant which said matter contained in the said Declaration the said Complainant is ready to Aver and prove as said Court as this Honble Court shall think fit

The said Complainant as further Answer to the Demurrer, prays leave of this Honble Court to Reply Specially to such matter and things as are set up and by the said Demurrer set forth and mention and Shews as are set up by the said Defendant Says, Excepted, as Cause for Demurrer, and first the said Defendant Says, that the Bond or Obligation Entred into by the Defendant, and by him given under date the Sixteenth day of April in the Year One Thousand Seven Hundred and Twenty three to the Complainant in Consideration of the Sum of three Hundred and fifty Pagoda's for Cash due to the Complainant, being Admitted by the Defendant in his Demurrer, Complainant, being Admitted by the Defendant in his Demurrer, stands in further proof to Establish its Existence, more Especially as it is no where Set forth by the Defendant that the same is discharged either in part or in whole; the said Complainant further says that the Admits to have signed a Letter of Licence of the day and date Under the Terms and Conditions as Recited in the Copy of such Letter of Licence Annexed to the Demurrer of the Defendant, which Terms and Conditions the said Complainant says he has in every Respect Complied with, Notwithstanding the said Complainant has Reaped no Advantage or Benefit from such Indulgence shewn the said Defendant for during the time the said Letter of Licence was in force the Complainant Received no sort of Satisfaction from the said Defendant owing one Way, but that he has been kept out of his Money from the

nor doe the Complainant believe, that there any such Clause Matter or thing in the said Deed of Assignment more particularly so, because if such a Clause had been inserted, there was no occasion for the Letter of License being granted to the said Defendant for the Term of three Years, which was Allowed him upon the Consideration of his Settling his Accounts and being Aiding and Assisting in the gathering up of his Effects for the use of his Creditors, and the Complainant further says, that by comparing the Terms of the Letter of License and the Assertion of the Defendant, it will readily appear to this Honble Court, Assuming that this Assertion of the Defendant Respecting his Creditors by their Accepting of the Deed of Assignment gave up all their Title Right or pretension against the person of the Defendant both at Law and in Equity, as holding him any ways personally liable to Answer any Action or Suit at Law or Equity for the Recovery of their Respective demands, the Complainant says, with submission to this Honble Court that this Argument does not hold good, nor is there any Precident in Law or Equity to Warrant the same, nor is this any good Order of Pleading, because of the Assignment or Deed of Trust was According to the Assertion of the Defendant, there is no doubt but that a Release would have been made by all the Creditors and given to the Defendant, which he, according to Law should have pleas in Bar to the present Suit, The said Complainant further says, that he cannot Admit of the Reasons Assigned by the Defendant

(1286)

Extract from the Minutes of Court Held at the Town Hall
on Tuesday the 12th December Session 1780

Present

Edward John Holland Esqr Mayor
James Catt William Webb
Aldermen

Francis Towers
Charles Parke
Bill Read
Benjamin Read
Saunder Read
} Gentlemen

The Recorder and Seventeen Citizens
to be Assessed and Determined this Day on the Recorders Fine
on their Sons on Reading the Confirmation Bill &c.

Saunder Cox Having the Standing Fine Imposed on him
of Eleven and on Due Consideration has Known the Cause of
that the plaintiffs Bill be Dismissed with Costs to be Taxed
Accordingly Order that the Recorder do Cause a Writ of
Defendant be filed of Record
Day as given the Defendant to the 1st Instant to Answer the
said Bill and Costs of which Attorney

(1287)

302

Tuesday 1st May 1781

To the Worshipful the Mayors
Court at Madrasspatnam

Humbly Complaining Sheweth unto this Worshipful
Court your Orator Jean Frederick Pandekought being Duly Sworn by his Attorney Solomon
Mordecai of Madras Merchant by his Attorney Thomas Dyer Berry Collector of
the revenue of Madras Merchant Robert Anthony Frederick Pereira and John Willoughby
of Madras Merchant Jointly and Severally and your Orator saith that there is
One Hundred and Sixty Pagodas Star Pieces and Fifteen Gold Current
Money of Madras Making in Sterling Money of Great Britain at the
Rate of eight Shillings for every Pagoda Sum of Sixty four Pounds three Shillings
and Two Pence as well Principal and at Large Interest by one Account
hereunto Annexed for the Inspection of this Worshipful Court and which your Orator
prays may be Admitted as part of this his Bill of Complaint your Orator
further Showeth unto this Worshipful Court that on or about the Twenty fourth Day
of September which was in the Year of Our Lord One Thousand Seven Hundred
and Seventy four One Frederick Pandekought being Duly Sworn
unto your Orator by Bond and otherwise and the said Frederick Pandekought
being also having Sett out for Madras your Orator duly Applyed to the said
Anthony Frederick Pereira and John Willoughby by Letter and desired them
either to Procure the said Debt from the said Frederick Pandekought or to
obtain Some Security for the same for and on Account of your Orator your
Orator Knowth that the said Frederick Pandekought did in Consi-
deration thereof unto the said Anthony Frederick Pereira and John
Willoughby One Hundred and Twenty Eight Pagoda Star Pieces

for Recovering what was due from the said Frederick Landsbought to Your Orator Your Orator further Sheweth that the said Anthony Frederick Franck and John Willoughby did by a Bill Sealed bearing the Eighteenth Day of the said Month of June a Letter from the said Anthony Frederick Franck to your Orator bearing date the Seventh Day of the said Month of June One Thousand Seven Hundred and Seventy Six Acknowledge the Receipt of your Orators said Letter of the Fourteenth June One Thousand Seven Hundred and Seventy Six and Desiring your Orator that the said Frederick Landsbought shall not have the said Vessel out of their Hands until he has fully paid what he is Indebted unto your Orator as will more fully Appear by the said Letter of the said Anthony Frederick Franck and John Willoughby in the Custody of your Orators said Attorney and Ready to be produced for the Inspection of this Honble Court of Equity your Orator further Sheweth that the said Frederick Landsbought did on or about the Third of March in the said Year One Thousand Seven Hundred and Seventy Six Insure on the Brown Vessell called the Elizabeth Dorothea the Sum or Amount of One Hundred and Eighty nine Pistoons Eagles and a Half Interesting the said Frederick Landsbought became Intitled to Recover from the Insurers and did Authorise Your Orator to Receive the same on Account of his said Debt Ordering on Your Orator did Empower or Desire the said Anthony Frederick Franck and John Willoughby to Recover the same for and on his Your Orators Account as aforesaid which they Undertook and Promised to do, but have never paid any thing to your Orator or ever given Your Orator an Account thereof and your Orator further Sheweth unto this Honble

Court

Confess the Answer and the Bill to be true to the best of their Knowledge and Remembrance Expedite payment from the said Anthony Frederick Ford and John Willoughby of the said Sum of Two hundred and Sixty Pounds Sixteen Pounds and Fifteen Pence and the Costs of the said Suit And Further that the said Sum of One Hundred and Twenty Eight Pounds Eighteen Pence Sterling is the Balance of the Debt from the said Frederick Landsheught to your Orator and prayed payment of the Amount of the said Debt and an Account not prayed further that the said Anthony Frederick Ford and John Willoughby recovered on Account of the said Annuity

To which Answer the said Anthony Frederick Ford and John Willoughby having Relation thereunto Craving to be hence dismissed with their reasonable Costs in this behalf sustained

Your Orator humbly demurrer your prayer may be heard that the said Defendants may be compelled to make further Answer to the Premises as to your Orator shall seem meet Your Orator in the premises they the said Anthony Frederick Ford and John Willoughby Obstinately and wilfully refuse to Certify as your Orator just and reasonable Right and to give your Orator any Satisfaction touching the premises Whereby your Orator is forced to sue at Law for the Recovery of the said Annuity and the Arrears thereof and the said Defendants pretend that they are not liable to Answer the Premises or Accountable to your Orator for the same and that your Orator is without Remedy for the same by the Strict Rules of the Common Law But your Orator hopes that they the said Anthony Frederick Ford and John Willoughby ought to be compelled to Answer the premises and to Account for the same and to pay the Arrears of the said Annuity which your Orator charges to be Justly due and owing to him from the said Anthony Frederick Ford and John Willoughby and that your Orator may be Relieved in the premises According to Equity and Good Conscience May it please your Honours to grant unto your Orator His Majesty's most Gracious Writ of Subpoena to be directed to the said Anthony Frederick Ford and John Willoughby thereby Commanding them and every of them at a certain day and under a certain Pain therein to be limited personally to be and appear before your Honours in this Honourable Court then and there to Answer the premises and to stand to and abide such Order and Decree therein as to your Honours shall seem meet and your Orator shall ever pray &c

(1250)

304

Landsheught Delivered the said Annuity to them to be Disposed for his own Account and that they had no power or Authority to dispose the same on Account of your Orator which he your Orator Humbly Charges is also true as appears by the said Anthony Frederick Ford and John Willoughby's own Letter hereunto relation they Acknowledge that the said Annuity was delivered to them on Account of the said Frederick Landsheught's Debt to your Orator and that the said Debt was to be paid out of the Amount or proceeds thereof and whereas they the said Anthony Frederick Ford and John Willoughby do also Suppose your Orator that they could not part with the said Annuity until your Orator's said Just Demand was fully paid Agreable to your Orator's particular Instructions for that purpose which doth and must totally defeat the said Assignment from them of the said Anthony Frederick Ford and John Willoughby who Your Orator Expressly Charges did become and are Answerable and Accountable to your Orator for the said Annuity or the Amount or Liable to the payment of the Debt from the said Frederick Landsheught to your Orator for your Orator doth therefore pray a General Relief in all and Singular the premises such as to this Honble Court shall Appear Agreable to Equity and good Conscience To the End therefore that the said Anthony Frederick Ford and John Willoughby (and their Confederates when discovered) 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 Alledged as fully truly perfectly and Effectually to all intents and purposes as if the same were here again Repeated and Particularly Interrogated and more Especially that they may Set forth and

discover

and John Willoughby or one of them did not receive a Letter from your Orator
under date the said Fourteenth Day of June One Thousand Eight Hundred
and Twenty Six or some other and what date to the above mentioned or
some other and what purport or Effect and whether they the said Frederick
Frederick Pownall and John Willoughby or one and which of them did not
or have or has Letter to your Orator of the Fourteenth Day of the said
Month of June or the Post Script thereto or what or some Matter or
at the foot thereof dated the Eighteenth Day of the said Month of
June or some other and what date Acknowledging the Receipt of your Orator
said Last Mentioned Letter and wrote to the purport or Effect above men-
tioned or otherwise and how, and that the said Frederick Pownall
and John Willoughby may set forth what became of the said Barrack
and if it is Sold that they may set forth when and by whom and to whom
it was Sold and for how much Money and who Received the Amount
thereof and when and what became thereof and if they should pretend
that the said Frederick Pownall gave them any other or different
Instructions Regarding the said Barrack that they may produce the same
and set forth when and on what Day and in what Month and Year
the same were given and why they so Treated the same, the said Barrack
having so as aforesaid been Deposited on your Orator's Account and
they having become Answerable to your Orator for the same Whether the
no Insurance was made as above Mentioned or otherwise and how
and by whom and with whom it was made, and whether Your Orator
did not and when Assign to the said Frederick Pownall

and Peter Willoughby in writing or otherwise and desired to know what
to them or Account of the said Commissioners whether they did
Undertake or Promise or to do, and what they were to and for
how much they Covenant and what Sum whereof and why they did not pay the same to the said Clerk and
did not Execute the same And why they did not
whence or in what Parts the same is and that the said
Frederick Francis and Peter Willoughby may be Decreed to pay
Order the aforesaid Sum of One Hundred and Sixty Pounds
Seven and fifteen Pence and to deliver unto your
and Twenty Eight Pages of Demand relating the Account
of the said Frederick Lambeth and Peter
Account of the Dr & Commissioners together with all such
as you shall think fit and that the said Commissioners
Account or any of them also all Costs of this Suit

May it please the Worshipful Court
said Anthony Frederick Francis and Peter Willoughby to be
and required by the Sheriff of Northampton Esqr to appear
the Eighth Day of Term personally to be and appear before the Worshipful
at a certain time and place to be by the Worshipful Court
then and there to answer this your Orator Bill of Complaint
further to stand to and abide by such Order and Decree
this Worshipful Court shall seem meet

In Chancery

Mr. Francis and Willoughby
Commissioners

Pd. Clerk for Bill of Exchange drawn in
by Mr. Francis and Willoughby

(1256)

Sitts 11 July 1700

In the Honble. Kings
Court at Nassaupoint

Sir. Bevan Attorney Genll
and Sir Anthony Lechmere Kt & Bart
Complt of Such Custom &c Hobart
Thomas Hunlows by his Attorney Hobart
Hoptony Cotsmore

The said Defendants

Saving and to Thexceptions Severally all and all manner of benefit
& Exception to the many Errors Uncertainties and
the said Complainants Bill of Complaint and the Matters
Answer Complainant for Answer thereunto or unto so much
Defendants are advised Materially Concern them or either
that they should make Answer unto they these Defendants
say that they Absolutely thing hereby entitled unto the Com
the Sum of One Hundred and Sixty Pounds Sterling Money
Cash as Setforth in his Bill of Complaint and the Matters
Answered or in any other Manner whatsoever but on the Contrary
Charge and say that he the said Complainant stood
Debtor to the Sum of Hundred Pounds sterling money and
Cash as will more fully and at large Appear by the Bill of
Cannot herewith Answer for the satisfaction of the Matters

(1256)

Answer and wherein they for Saving to Themselves and these Defendants for
further Answer admit it may be true that Frederick Landskenight
might have Lent and Advanced to the Complainant in such Sums and in such
Manner as the Complainant by his said Bill of Complaint for that
Purpose Setforth but these Defendants say that they are in any wise
Responsible for the same nor can they Consider themselves Accountable
to the Complainant by any Undertaking that can be Explained from the
following facts Namely that Frederick Landskenight having entrusted
these Defendants with the care and Sale of some Arrack with Instruc
tions to Satisfy part of the Moneys produced by such Sale to the discharge
of a debt he Owed the Complainant and these Defendants not having
been able to Sell the whole thereof but yet paying Credit to the Complain
ant for such Sum as what they sold did produce they these Defendants
Afterwards and by the Order of the said Frederick Landskenight
Returned home the Remainder of his Arrack then undertook of who gave
a Bond in the Name of the said Complainant for which he Cou
him in Know of which Transaction these Defendants say they can
had such Arrack as a Security for such Debt so due by him the
Said Frederick Landskenight to the said Complainant and these
Defendants further say that if they had any Reason to Consider them
selves Responsible to the Complainant or could imagine such Arrack
Remained with them as a Security for him they would for their own
Safety keep such Arrack to save themselves harmless and indemnified
as against any Demand of the Complainant but on the Contrary and

Concerns

Comes that they have no further or other property in the said Brig than above specified Wherefore they pray this Honble Court to decree for the use of the owners they Contend themselves entitled to the said Frederick Landsbright with the exception of the Proceeds of the Sale of the Wreck Came to and Remained in their Possession which became delivered over to the Owners of the Wreck Came to and Remained in their Possession which with any Condition that Could Prevent their Effects to the said Frederick Landsbright and part of the said Brig was not sold as appears by the City of Glasgow Notary for the Inspection of this Honble Court and which their Proxy may be taken as part of their Answer the Effects forfeitly Subtracted by the said Frederick Landsbright of these Defendants and Ready to be produced when Ordered Care and under any Circumstances attending it these Defendants Consider themselves and hope to Appear to this Honble Court Responsible to the Complainant on Account of their Transaction as at the part these Defendants have Acted are Ready to Pay party and not otherwise Contained therein and these Defendants say and humbly Submit to this Honble Court that as care by made promises by Letter as the Complainant Charges these with which they by no Means Admit the same is not sufficient to on these Defendants a Responsibility for the Effects as these were not bound by any Writing or else Act to keep the said

for the Sole and Exclusive use of the Complainant between Obliged to Substitute the same unto the said Frederick Landsbright whom thereunto Required and these Defendants aver that by having paid unto the said Complainant such Sums as they Received from the Sale of the Wreck which the more Common or Usual Practice they did all in their power for the Complainant and that having Received the same from the Complainant without any Protestation more as to the Application of the Proceeds as part as they Sold the same they had no Right or Themselves to detain the said Effects Contrary to the Order of the said Frederick Landsbright and these Defendants further say that they did Justly the said Proceeds of such part as they so sold towards paying off the Accounts due by the said Frederick Landsbright to the Complainant as Appears by Two Several Sums of Five Hundred and Fifty Seven Pounds and Four Hundred and four Pounds Forty Guineas and Thirty four Cash which are Credited to the said Complainant in the Account Current being for the like Sums Received by the Defendants on Account of the sale of part of the said Wreck and these Defendants further say that they have endeavored but without effect to get the Use on the Vessell Called the Elizabeth Dorothea Settled and have often Applied for that purpose to Charles Bromley from whom nor from the Insurance Company these Defendants have not as yet been able to get any Satisfaction for which Reason these Defendants do not Consider themselves Subject or Accountable to the said Complainant for the same and these Defendants further Answer unto this

the Complainant as at about the 2 Months of March One Thousand Seven Hundred and Seventy six since the Date of which Bond these Defendants have Received the said Sum of Five Hundred and four Pagodas forty fanams and Thirty four Cash and ought to Credited in the said Account Current herewith Annexed, and these Defendants say that they are Ready and willing to deliver up to the said Complainant the said Bond whenever they shall be thereunto Required by the said Complainant Signing Proper and Sufficient Discharge for the said Sum of Five Hundred and four Pagodas forty fanams and thirty four Cash as by them Credited to the said Complainant in their said Account Current a Copy whereof is hereunto Annexed.—

All which Matters and things these Defendants are Ready and Willing to Aver Maintain and prove as this Honble Court shall Order and Direct and humbly pray to be hence dismissed with their Reasonable Costs and Charges in their behalf most Wrongfully Sustained

Sworn to in Court
18th July 1780

James Taylor
Regr.

Popham
Atty for Defendts

Arth. Fredk. Franck
John Willoughby

Dr. Mr. Jacob Hartman in Account Current

1775			
April	22 To Cash paid your Note	18 17	
May	3 To Cash paid Do	6	
	17 To Cash paid you by Mr. Willard Commissioner Account		
	D.N. Reg. Cost £10 ⅞ p.C Exchange	3 11 32 3	38 9
June	6 To Cash paid Capt. Isaac Van Arsdalen for	2	
	16 To Cash Do Mr. Abraham Ten Eyck for	1	
	Same for D.N. Regt. 1758 Cost £7 p.C.	104 6 03	
	24 To Cash paid your Bar Bills	6	106 6
July	2 To 9 Days Hay being hauled home to Lots	1 2	
	21 To 24 Days of Porter	6	
	To Cash of Wolf	12	
	To 2 Ds of Pocket Compass	2	
	6 Dozen of Wine Glasses	4	
	12 Yards of Sumblen 3 dup	6	
	12 Yards Worsted Stockings	3	
	6 Pair Shoes	3	
	12 Pair Thread Hose	5	
	2 Do Do	5	
	Copy of Deed from Mr.	12	
	Commissioners Expences to Albany & Back	33	
	Freight	5 7 32	
May	9 To Cash paid Capt. Isaac Van Arsdalen for	3	83 9
	Carriage Letters		
	11 To Cash paid your Note in Bills	9 33 32	
	15 To Cash paid your Note in Do Bills	6	
Sept.	22 To 18 Gallons of Rum Transferred		
	to the Negroe Quarters of Lots.	108	107
	Commissioners Expences to Albany & Back	106	
	Freight	5 30 32	
		16	16
	Carried Over Dr		2495

Cr. Mr. Jacob Hartman and Wilmerding

1775				
March	13 By 6 Europe Horses sold at 2 Months Credit			
	Weighing 5 3 6 p.C @ 6¾ Pay per	28	36	
	By 8 Cask of Europe Cordage Weighing 10 3 14			
	@ 7 Pay per	76	15	10
	15 By 2 Cask of Europe Cordage Weigh 2 3 16 @			
	7 Pay per	37	36	10
	By 5 Butts Dutch Canvas @ 7½ Pay per Butt	37	21	
	27 By 1 Butt of Canvas	7	21	
	By 2 6/8 In Hamper Weigh 2 2 43 @ 6¾ per	123	5	27
	By 5 Cask of Europe Cordage Wt 2 2 8 @ 6¾ per	84	36	
	By 24 Butts of Dutch Canvas @ 7½ 2 per Butt	180	—	
April	18 By 5 Butts of Canvas @ 7½ 2 per	37	21	770 10 63
	28 By 18 Dicks Ditto @ 7½ 2 per	135	—	
	26 By 1 10/8 In Europe Hamper Wt			
	2952 p. Ad 6¾ Pay per	177	39	40 330 18 41
May	4 By 1 10 In Europe Hamper Wt 2654 18			
	@ 6¾ 2 per	159	32	33
	13 By 6 in Europe Hamper Wt 2 3 27 @ 6¾ per	39	32	28
	By 7 Butts Dutch Canvas @ 7½ Pay per Butt	52	21	
	23 By 1 12 Anchors Cable Wt 786 H @ 4½ per Cwt	35	20	
	24 By 1 10/8 In Dutch 1323 H @ 15 per Do	11	25	
	By 3 In Do 2536 H			
	By 1 10/8 In Dutch 1126 H			
	By 9 Cask Do 1035 H			
	15236 H @ 15 Pay			
	per Cwt	1268 12	169	32 11½
June	9 By 5 Europe Hampers 5535 p. Ad. @			
	6¾ Pay per	333 21 62	333	21 62
	Carried Over Cr		2218	2 —

1775

Dec.r 31 To Cash paid Company Duty on Exp. 3516 @ 4½ p.ct

To Do Commission on Exp. 3516 @ 5 p.ct

To Interest on the following Sums Credited for Bonus Allowed Months

Credit on said Acct to the 31 Decr

On Exp.t 562. 9. 3. for 7. 12.

Do Do 1111 18.55 D.o 6 14

Do Do 132. 17. 32. D.o

Do Do 1119. 41. 32 D.o 6. 5

Do Do 113. 31. 32 D.o 2.

Do Do 97. 33. D.o 2.

Do Do 476. 35. 63. D.o 24

Exp.t

Madras

1775

Dec.r 31 By Cash Received from the Court Shipton

By Balance

Exp.t

1775

Errors Excepted

per Daniel Wellington

Asst Cashier

Bengkulen

1776

Sept. 1 Cash Paid Mr Thompson for Rent Due 1773 15 13 4

Sept. 12 Cash Paid Mr Thompson for Rent Due 1774 [illegible]

Do Do Mr Hall Do [illegible]

Do Do Mr Lord Do [illegible]

Sept. 1 To Sundry Articles as Invoice [illegible]

To Ditto Ditto [illegible]

To Ditto Ditto [illegible]

To Ditto Ditto

Brought over ... 1670

To Interest Do 135 11 6 p. 1 M ... 11 11 11 -
Ditto Do 399 16 0 p. 3 M ... 1 19 11 -
Ditto Do 185 1 9 p. 6 M ... 2 14 4 -
Ditto Do 351 3 3 p. 9 M ... 10 10 7 -
Ditto Do 36 11 7 p. 12 M ... 3 6 -
Ditto Do 33 11 5 p. 4 M ... 11 3 11 10

Augusta 888

Easton

1777
January 1st To Balance brought over from Dr 1776 ... 4 9 5
To 1 Bottle of Hungarian Balsam ... 2
To Ditto of Hungarian Water ... 1 14 -
To Bunch of White Lead 56 @ 22d ... 17 3 3 2
To Red Lady Reward Tooth ... 3 11
To Carriage from Do 75 3 of 53 ... 2 18 11 9 16 11

July 31 To Cash paid Godwin Rent from the 11th July 1776 to 31st July 1777 ... 13 5 10

To Cash paid the Company Dues from 11th July 1775 to the 31st July 1777 = 2 yrs 20 p. Cent ... 5 -
To Cash brought to Defrauds Acct ... 21 17 6
To Company Dues on Do 1313 @ 26 = 6 1/2 p. Cent ... 5 3 11
To Carriage from Do 1313 @ 26 = 5 p. Cent ... 3 5 10
To 183 Barrs of Flax delivd. D. Thomas for the Use of Upper Forest ... 4 - - 3 15 - 3 11 -

To Interest Do 495 17 10 for 5 M @ 12 p. Cent ... 26 14 7
July 31 To Cash Do Do for 10 M 2 D @ 12 p. Cent ... 3 15 10 5 1 -
To Cash Paid Mr Thomas Godwin Rent ... 15 11 10
To Cash Do Do for 2 M Do Do ... 4 - -
To Cash Do Do for 1 M Do Do ... 1 12 7

Pounds ... 991 5 3
Augusta 34

Brought over ... 3316 6 10

By Interest on Exps 135 11 6 for 1 M ... 11 11 11
Do Do 399 16 0 for 3 M ... 11 19 11
Do Do 185 1 9 for 6 M ... 5 11 4
Do Do 351 3 3 for 9 M ... 15 15 4
Do Do 36 11 7 for 12 M ... 4 6 -
Do Do 33 11 5 for 4 M ... 1 11 7
Do Do 888 - - for 11 M 24 D ... 42 - -
Do Do 34 - - for 1 M ... 2 12 -

1776 Errors Excepted ... 142 11 1
Balance ... 3195 5 11
Pounds ... 3337 16
Augusta 3888 - 24

By Interest on Exps 1313 @ 26 for 6 1/2 p. Cent ... 5 3 11
By Ditto Do 1313 @ 26 for 5 p. Cent ... 3 5 10
By Cash from Mr Lamb Kingsborough ... 26 - -
By Cash paid Mr Salmon & Hays ... 76 - - 110 13 11
By Balance ... 980 5 11

1 By 17 Bolts of Canvas delivd Brownlie Forest ... 17 -
By 3 Shirts Do ... 3 -
5 By 10 Bolts of Canvas ... 50 -
24 By 11 Cases of Gin Exps @ 25 = 12 @ 16 p. Cent ... 77 - - 25 9 35 258 9 35
1 By 1 Barrel of Tar ... 1 -
1 By 1 Tin Cable ... 8 -
By Cash of Gin Exps @ 32 = 16 p. Cent ... 57 -
By Cash of Gin Exps @ 32 = 16 p. Cent ... 1 - 14
31 By 1 Barrel of Tar ... 1 - 58 33 67 - 14
1 By 1 Tin Cable ... 8 -
By Cash of Gin Exps @ 32 = 16 p. Cent ... 57 -
4 By 6 Bolts Ditto @ 32 = 16 p. Cent ... 7 1 16 -
24 By 1 Tin Cable ... 6 10 13
3 By 1 Tar Ditto ... 10 12 18 11 18 50
24 By 1 Barrel of Tar ... 13 -
2 By 2 Cases Gin Exps @ 215 = 86 @ 16 p. Cent ... 1 - 53
17 By 6 Bolts Do @ 215 = 86 @ 16 p. Cent ... 11 16 3
27 By 1 Barrel of Tar ... 1 - 53 -
10 By 1 Do Do ... 1 -
11 By 7 Cases of Gin Exps @ 256 Bolts @ 16 p. Cent ... 14 7 -
31 By Cash Rec.d from Mr Lamb Kingsborough ... 26 -
By Cash paid Mr Salmon & Hays ... 76 - - 110 13 11
By Balance ... 980 5 11

By Interest on Exps 1313 @ 26 for 6 1/2 p. Cent ... 5 3 11
Do Do 495 17 10 for 5 M ... 26 14 7
Do Do 10 16 2 for 2 M ... 3 15 10 5 1 -
Do Do 53 - - for 1 M ... 22 - - 16 20 28
975 3 13
15 11 10
Errors Excepted
Balance ... 990 15 1
Pounds ... 990 15 1

1872

Know ye to certify that I Samuel Cook Knight Sheriff of the County of Kent and Province of New Brunswick do hereby Summon and Command the Said Defendant Thomas Sandbrook Knight to be and appear before the Justices of our Lady the Queen at the Court House in Richibucto in and for the County of Kent aforesaid on the Second Tuesday in August next then and there to answer unto the Complaint of the said Plaintiff for and on account of the Debt in the Declaration mentioned and hereof fail not at your peril and have you then and there this Writ

Witness

J. P. Salmon

J. C. Wainwright

Clerk 28 Aug 1872

Samuel Cook Sheriff

Deputy

In the Honorable the Judges of our Court at Harcourt

Between Said Plaintiff by his Attorney

Thomas Sandbrook by his Attorney

Exceptions taken by the above named Complainant by his Attorney Solomon Salmon against the Plea of the above named Defendant by his Attorney Thomas Sandbrook Knight to the Declaration of the Said Defendant

First The said Complainant by her Attorney as above Excepts to the Plea of the said Defendant for that the said Defendant by his said Plea hath not answered the Writ of the said Complainant Wherein the said Complainant Declared against the said Defendant for that whereas the said Defendant heretofore and before the Issuing of the Writ of the said Complainant to wit on the first day of January in the year of our Lord One thousand Eight hundred and Seventy two at Richibucto in the County of Kent aforesaid by a certain Writing Obligatory sealed with the Seal of the said Defendant and now to the Court here shown the said Defendant acknowledged himself to be indebted to the said Complainant in the Sum of Two hundred and Fifty Pounds of lawful money of New Brunswick to be paid to the said Complainant when he the said Defendant should be thereunto afterwards requested and in and by the said Writing Obligatory the said Defendant did promise and bind himself his Heirs Executors and Administrators to pay the said Sum of money to the said Complainant when he the said Defendant should be thereunto afterwards requested yet the said Defendant although often requested so to do hath not paid the said Sum of money or any part thereof to the said Complainant but hath hitherto wholly neglected and refused and still doth neglect and refuse to pay the same to the damage of the said Complainant of Two hundred and Fifty Pounds and therefore she brings suit &c

Second The said Complainant by her Attorney as above Excepts to the Plea of the said Defendant for that the said Defendant by his said Plea hath not answered the Writ of the said Complainant Wherein the said Complainant Declared against the said Defendant for that whereas the said Defendant heretofore and before the Issuing of the Writ of the said Complainant to wit on the first day of January in the year of our Lord One thousand Eight hundred and Seventy two at Richibucto in the County of Kent aforesaid by a certain Writing Obligatory sealed with the Seal of the said Defendant and now to the Court here shown the said Defendant acknowledged himself to be indebted to the said Complainant in the Sum of Two hundred and Fifty Pounds of lawful money of New Brunswick to be paid to the said Complainant when he the said Defendant should be thereunto afterwards requested and in and by the said Writing Obligatory the said Defendant did promise and bind himself his Heirs Executors and Administrators to pay the said Sum of money to the said Complainant when he the said Defendant should be thereunto afterwards requested yet the said Defendant although often requested so to do hath not paid the said Sum of money or any part thereof to the said Complainant but hath hitherto wholly neglected and refused and still doth neglect and refuse to pay the same to the damage of the said Complainant of Two hundred and Fifty Pounds and therefore she brings suit &c

375

1873

by Letter or otherwise and have sent divers Messengers or Letters to demand the Debt mentioned or alluded to in the said Bill of Complaint from the said Thomas Sandbrook Knight in the said Bill named or to obtain Some Security for the Same for and on account of the said Complainant or otherwise and have and doth the said Thomas Sandbrook Knight did not or hath refused to give the Security for the Payment of the said Debt or any part thereof or to pay the same or any part thereof to the said Complainant Wherefore and by reason thereof the said Debt to the Complainant is Still due and unpaid And Whether the Amount of the said Bond Sealed and Delivered by the said Defendant to the said Complainant bears Date on the first day of January in the year of our Lord One thousand Eight hundred and Seventy two or Some other and what date And Whether the Amount of the said Bond is payable on the first day of January in the year of our Lord One thousand Eight hundred and Seventy three or Some other and what date And Whether the Defendant did Not Acknowledge the Same or Some part thereof to the said Complainant Shortly after the date thereof or at Some other and what time And Whether the said Defendant did Not on the first day of January in the year of our Lord One thousand Eight hundred and Seventy three or Some other and what date And Whether the Amount of the said Bond is not due and unpaid to the said Complainant And Whether the said Defendant hath not had Some other and what Dealings and Transactions with the said Complainant and Whether the said Defendant hath not Some other and what Claim or Demand against the said Complainant and Whether the said Defendant hath not Some other and what Set off against the said Complainant

Second The said Complainant by her Attorney as above Excepts to the Answer of the said Defendant for that the said Defendant hath not Answered Set forth or Discovered whether the said Complainant Did not Write and Whether the said Defendant or one of them did not Receive a Letter from the Complainant Wherein and whereby the said Complainant Requested the said Defendant to pay the said Debt on the fourteenth day of June 1873 or Some other and what date and to the Purport or Effect mentioned in the said Bill or to the

(1875)

Dated 15th November 1790

(1875)

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

Between Jacob Statham by his Attorney Solomon Statham by his Attorney Joseph Shadow Executor Complainants and Anthony Lovell Joseph Walter Wingfield Defendants

The Answer of the said Anthony Lovell Joseph and Walter Wingfield to the Exceptions of the said Complainants

The said Respondents say that they answer by no means can such Exceptions and such Parts of the same as charges the Defendants and Complies to and by way of answer to such exceptions and Particularly to the first Exception the Respondents for themselves say they have ever been and Answer the Acknowledgment of the Instrument said to be the Act and Deed of the Complainants Father in their answer and Declare it effectually and of Course Denied and Declared such Letter and that they likewise Acknowledged the Delivery to them of such Instrument in the manner and to the Effect of the Testimony Thereof for the charges of said Letter to the Complainant and that such was only how Answer they could give to that Interrogating Part of the Bill of Complaint which to the Exception Charges the said Answer to be Sufficient and Satisfactory

As to the Second Exception which is the Answer charges

Jacob Statham Executor the said Answer to be Impertinent and Insufficient and the said Complainant by his Attorney therefore Humbly Prays that the said Respondents may Answer their Answer Accordingly

Jno Osgood
Attorney for the Complainant

Charge the Premises to be Scituate in part of Each Lott
and the Last Part of Complainant Bill Charged to have
the Complainant the Defendants Lay Each Lott for
Common Contribution as to him they Ought for Each
Lott Such Lott as to Lay Drains Sewers Gutters
to Convey the Water from the Premises Thereby
Charged Soe as Not to Damnify the Premises
Each from the Other and Each Lott Bound by
by their Officers Authority as Aforesaid
In Such Manner as Contained in the Complainants Bill
for Ely Adjusted the Contribution on Each Lott

To the third Exception they the Defendants say
that Such Part of their Answer as Excepts
Unto to their Knowing and Hoping to their Satisfaction
from the Said Defendant Ought and Ought
to Ely thereof to their Said Answer was the First
Immediate and Pertinent Answer they could Make
to that Particular question and the Only Information
that the Complainant Could have Must Reason to
Depend on but as to their Belief and Contest thereof
and the Circumstances and for the Reasons aforesaid the
Defendants Conceive that their Said Answer as Excepted

to

371

Answer by no means Sufficient for the Defendants to Compleat Answer thereto
Pray that the Exceptions may be Allowed with Cost

Stephens
Solr for Compt

Extract from the Minutes of the Court Held at the Town Hall on Saturday the 9th Day of December Anno Domini 1780

Present

Edward John Holland Esqr. Mayor
James Call — George Proctor
Benjamin Peachey Collen B. Pratt
Edw. Farrow Edw. Saunders
Willm Webb and Thomas Cooper

Aldermen

Jacob Hartman by his Attorney Stephens Attorney by Bill filed Agst

Absolute Calendar
1781

Attorney Frederick Joseph [illegible] John Wellington

1878)

378

(378)

378