Defendants thereof personally to be and appear before this Honorable Court at certain Time and place to be by this Honorable Court prefixed and appointed then and there to Hear do and abide by such Order and Decree therein as to this Honorable Court shall seem Meet

19th June 1765

Chas. Bromley

The Complainant having sworn to the Particulars of his Bill and that the Defendant will be bound on being served with a Summons Let a Summons returnable immediately and at Whatever of Clock Issue

George Baker

Mayo

5.

February 4th 1765

We Patrick Henchy Landmark Esquire and Henry Vaughan Esquire Agree with Mr Morgan Williams that as we accepted to pay you one thousand Pounds on Account of Lewis Lee Esquire who failed to pay you according to the Time Limitted to pay him the Sum of two hundred and Seventy Pounds on the seventeenth instant and five hundred Pounds on the seventeen day of March next and on default of payment we oblige ourselves to deliver up all the Beer Casks Tun in all the hundred which you Witness as your Homage Under the we Agree to assist you in disposal of the same Called one to discharge your Debt Hereto we Consent and give you this Agreement Witness our Hands Sealed by Us and Dated as Above

(Signed) by Patrick Henchy Landmark

Henry Vaughan

Pat. Vaughan

(Pat. Landmark which was to be for the Account of Lewis Lee Esquire)

Chas. Bromley

Attorney for the Complainant

No

Rec'd & filed
30th July 1765

The Answer of Hudanhanhoop Bondsmark
Nagaiwand Kabo Nagaie & Mentas Sekhedeh
to the Bill of Complaint of Gotlieb W Bruce of
Fort Vron Hyango Merchant

These Defendants Answer and say that they admit the
Agreement, but they can not for they cannot Admit any part thereof, And do
Humbly submit the same to this Honble Court How far they are responsible for
Subsequent Measures some time ago Humbly pray their Petition to the
name of the Complainant for the sum of one thousand Pounds he had borrowed
of Abraham Dubosk on one Years credit and from Him the before the expiration
of the Limited time; the Complainants Servant seized on six hundred head of
Cattle then these Defendants gave an Agreement to the said Hesbank Dubosk
in favour of the Complainant to be answerable for the amount of the Former
Bond, conditionally Hesbank should deliver up the said Cattle to
these Defendants, Accordingly they took the said Hesbanks Letter to the
People who had the Charge of the said Cattle who delivered these Defendants
but two hundred head of Cattle and for which these Defendants were obliged
to pay two hundred and thirty Pounds for Valuation of the Cattle upon
which Forty Marques came to the place and demanded these Defendants to pay
Said Sum Thousand seven hundred and sixty four Forty Marques gave a fresh
agreement in favour of the Complainant for the sum of Fourteen seven Hundred
and Seventy the sum these Defendants are now sued for this Agreement was
signed by Pooto Nariqua and Dominant by Cradamma Nariqua by virtue of
which the said Hesbank was to deliver up the remainder of the Cattle which
actually he enforced his false stories as to persuade these Defendants to sign
that

that they had received the Cattle which after the said Agreement were not delivered to
these Defendants tho' in assuming Conformity Kishnah had given his Letter for the
Delivery finding the perfidy of the said Kishnah's proceedings these Defendants
Imagined at last in order of Obtaining the Cattle to pay the said Kishnah Seventy
Tooms to the Amount of one Hundred and Eighty Eight Pagodas and a half. but
still receiving no Cattle Poky Naigue with Condamah Naigue Sowcars
here and addressed the said Kishnah and Complained of his Unjustifiable
proceedings. But that as Concerned to his Agreement here to receive so much
money he might be performe his part thereof. And on his Non performance these
Defendants Contract was Void Upon this the said Kishnah confined these Defendants
in his House near two months, and during these Defendants Confinement in the
Month of May the said Kishnah sent unto you and Seized on Fifty of these
Defendants working Bullocks by the redemption of which these Defendants
sustain a Loss of Fifteen Pagodas Monthly which Loss these Defendants
pray this Honble Court will Consider. And further humbly conceive this
Honble Court will take Notice that the Complainant hath set forth in very
unjust manner these Defendants are Indebted unto him in the sum of
Pagodas Seven hundred and Seventy, when it evidently appears to the Contrary
in the Annexed Account Current by the same paid this Kishnah Kishnah,
And by the proceeding Narrative that the said Kishnah still detains four
Hundred and fifty Head of Cattle the property of these Defendants And
Submissively hopes vendors the Bill of Complaint Fallacious And further
these Defendants Advance that by the said Kishnah Unjustifiable detainer
of their Cattle they are liable to Sustain a Considerable Loss and Damage
which they hope this Honble Court will consider as they were seized on before
the Complainant had any Legal demand or ever demand was made for the
Pagodas been made and Agreed, Neither ought have been applyed to this Honble
Court And not by force without Sanction of the Court take away their Cattle and
Imprison their persons.

And further these Defendants beg this Honourable Court
Relief That after these Defendants made the second Agreement and paid
Pagodas two Hundred and thirty on part of Payment of the first Agreement.

That

That your Agreement was not delivered up and that Defendants employ their Humble Court recognizance that the Complainant may forthwith recover the same provided in an Amicable manner but in case Forcible manner that further the Defendants do presume to appear and that by the Terms of the Agreement if the Cattle were not delivered the Defendants were to be prepared to pay the money for the whole Depredation the Sale of the Cattle and that the Complainant took detained the said Cattle the Agreement consequently is void on the part of the Defendants

Whereby Mr Ross and Thomas these Defendants to render to prove and maintain as their Humble Court shall award and humbly pray to be hence dismissed with their Reasonable Costs and Charges in their Behalf most wrongfully sustained

James McElhaney
Attorney for the Defendants

Dr. Condamah Nairgue and Poby Nairgue in Acct with Morgan Williams & Co

1765		£	s	d	1765			£	s	d
May 9	To an Obligation of this Date	770			March 5	By Cash paid on their account by Means of Mochma Hardy Jolle and Ambapah Jollah		100		
					26	By Cash paid your Dabash Restrah on your Account to the Means of Condamah Nairgues Son		27		
					April 6	By Cash paid to Restrah your Dabash on your Account by Means of Poby Nairgue		643	26	
						By Ballance		188	26	
								558	26	
	Errored	770				Errored		770		

Fort Morris the 6th of April 1765

Errors Excepted

Wm

322.

Read and filed
27 August 1765

The Replication of Morgan Williams

to the Answer of Valentine Gregg Landmark Magee
and Polly Magee

This Replicant now and at all times hereafter saving and
reserving to himself all and all manner of Benefit and Advantage of Exception
to the uncertainty and insufficiencies in this said Answer contained for Replication
thereunto saith That all and every the Matters and things in the Bill of
Complaint is certain true and sufficient in the Law to be Answered unto and
for further Replication thro Replicant saith that the matter set forth in the
Defendants Answer is artfully Stated and inconsistent to the real matter of
Fact the which is related as follows that Jeremiah Frizzle the person mentioned
in the Defendants Answer, gave to this Replicant two Hundred Cows and
four hundred Cows and Calves as a Security for the sum of Eight or Ten
Thousand Pounds Borrowed and received of this Replicant some time before the
Expiration of the time limited for Payment of the Bill of Exchange
Jagadias the said Jeremiah unknown to this Replicant carried off the Best
of the before mentioned Cattle Sent them into another County this Replicant
of the said Jeremiah coming to the knowledge of this Replicant he this
Replicant sent some of his Servants to secure them which they Effected this
Replicant in order to secure the Cattle more Effectually writes to the Right
Robert Falk Esqr and acquainted him with the whole of this Transaction
who ordered this Replicant to send for the Hannidar Custom to settle the
Affair, the Hannidar on this Replicants Message to him came down but
endeavouring to adjust the Dispute the said Jeremiah informed the
Hannidar that in case his said Cattle were disposed of his Creditors would
this said Jeremiah's Creditors would be immediately sent and therefore
offered to give a further Security for his Debt due to this Replicant on the
said Jeremiah producing the Defendants and at the request of the
Hannidar he this Replicant was indaged to accept of the Defendants with the
Securityes of the said Jeremiah whereupon the Defendants Cattle

the Agreement of the Seventh day of December One thousand seven hundred and
Sixty four whereby they promised to pay the Replicant the sum of 500 Pounds on
the Thirtyeth day of January One thousand Seven hundred and Sixty five and the
other Sum of four hundred Pounds on the Tenth day of February following
after the date thereof the Agreement All the Cattle answering to the
Number of one hundred delivered up to the Defendants when the time
limited in the Obligation for payment was Expired and the Defendants
omitting to do the same then the Plaintiff may lawfully take the sum of
two Hundred and Forty Pounds this Replicant to better security and
further Assistance to them, by prosecuting the Bond or Obligatory writ-
ten thereon against them Consistent to another Agreement between the Defendants
promise to pay the Replicant on the Seventeenth day of January One thousand
Seven hundred and Sixty four two Hundred and Seventy Pounds and the
Seventeenth of March four hundred Pounds and upon time of Payment
they the Defendants Promised to deliver back the one Hundred head of
Cattle and that that the Replicant on their disposal of them would
more fully appear by their Obligation bearing date the Ninth day of February
the same annexed to this Replicants Bill of Complaint And this Replicant
further saith that as soon as the last mentioned Obligation became payable
to this Replicant made his enquiry after the Defendants to make him
demand on them for Payment but understood they had sent the monies
together with a number of the Cattle that were to be delivered up to this
Replicant pursuant to their Agreement with the Defendants this Replicant
still continuing his Enquiries after the Defendants at last found them
and had them brought to this Honourable Court by Subpoena
on the Defendants for the performance of their Agreement to which they severall
answers have put in Answers and in contempt of this the Defendants intention
& good will this Plaintiff (Matters Without Exhausting this Replicants demand
to this Replicant applied to the Honorable Robert Hicks Esqr for his
Writ of Subpoena which was accordingly issued to this Court for relief
therein which he hath accordingly done and submits his case to this
Honourable

determination

determining that this Replicant further stated that the Servants of the Defendants were kept two persons to Watch the Cattle for the reason that they were Bewitched by one indebted to Colonel Charles Campbell they were under some apprehensions of their Seizing the said Cattle And this Replicant further saith respecting the Cattle mentioned by the Defendants in their Answer to have been seized by the Replicants Servants This Replicant in Answer thereto saith that Sometime Persons or another to the number of Fifty head of Cattle after some trouble were put by this Replicant Servants intention of the intentions of the Defendants to serve as many of the Cattle as they possibly could And this Replicant further saith that he positively denies ever to have delivered up or given to the Defendants the two hundred head of Cattle upon their agreement of the Hundred and thereby Pretends And this Replicant further saith to the averments alledged by the Defendants in their Answer concerning the detention of the Cattle that the Property thereof was vested in this Replicant on Non performance of the Agreement by the Defendants as set forth in their Agreement of the Ninth day of February One thousand seven hundred and sixty four by which said Agreement they have acknowledged the receiving of the two Hundred head of Cattle and in such their Agreement they promised to plead this Replicant on the sale of the said Cattle towards discharging the said Bill instead of fulfilling such Condition the Defendants have done Every thing they possibly could towards carrying off those Cattle notwithstanding this Replicant pressed the Defendants to Work with the said Cattle and enjoy the Benefit arising from such their Labour which behaviour of the Defendants obliged this Replicant to keep Sufficient Number of Cattle to Work the Cattle And the Defendants ordered some Corn for and upon this Replicant which this Replicant pursuant to the Agreement but as this Replicant will be known that had such Sale been made the purchasers would have had all their Cattle by the Capture of the Defendants as they endeavoured to escape to such Sale therefore this Replicant was obliged to have recourse to this Honourable Court in order to prevent any idle and Litigious Suits And this Replicant further saith that the Sum of One Hundred Pagodas Charged on the Credit Side of the Defendants Account Current annexed to their Answer this Replicant is ready for

and was paid by Trimilanach through the hands of Andrapah Pillah his Coreply
on another Account at present subsisting between Trimilanach and this Replicant
as will appear by the Receipt given by this Replicant to the said Andrapahpillah
And this Replicant Lastly saith that he will and every the matters and things
alleged in the Defendants Answer and which is not hereby sufficiently answered
unto the same is untruly false and without any foundation ——

Wherefore and forasmuch as this Replicant is ready to
verify his manifestation and prove as such manner and form as this Honble
Court shall direct and humbly prays as in and by his said Bill he hath already
prayed ——

Charles Brownlow
Attorney for the Replicant

Read and filed
17th September 1765

The Rejoinder of Calatanchery
Candanah Naique and Soty Naique of
Madras Inhabitants Defendants to the
Replication of Morgan Williams also
of the same Place Merchant Complainant

These defendants now and at all times hereafter saving and
reserving to themselves all and all manner of Benefit and Advantage of Exception
to the many Errors and other Imperfections insufficiencies and Misrepresentations
in the said Replication contained say that these Defendants Answer is certain true
and sufficient in the Law to be replied unto and they do also say as in and by their
Answer they have already said and do and will ever maintain will and Every
thing and things therein to be true and Certain in such manner and form as
they and Every of them are therein alledged and to prove it.

Wherefore and things these Defendants are
ready to aver maintain and prove as this Honble Court shall direct and humbly
pray as in and by their said Answer they have already prayed

James Hallhead
Attorney for the Defendants

Fortune Kaba
Kwabena
Kwabena
Tetteringanah
Chiddaramah
Chingannah
Villagers Witnesses

Interrogatories to be Administered on

Witnesses produced on the part and behalf of the Complainant
in a certain Cause depending and at Issue in the
Honble the Mayors Court at Madras aforesaid
Morgan Williams of Portland Place Middlesex
Complainant And Valentine Lord Powis and
Morgan and Peter Morgan of Madras Esqrs
are Defendants

On the part of the Complainant

Interrogated
Sworn
Witnesses

Tetteringanah 1st
Chiddaramah
Kwabena

Do You know the parties Complainant and Defendant in this Cause
of these Interrogatories mention'd, if you, how long have you known them
and which of them Declare

Tetteringanah 2nd
Chiddaramah
Kwabena

Did you or did you not see the Paper containing the Answers to your
last Time of your Examination Signed and Delivered, if you, by whom
such Paper Writing Signed and Delivered and for what Consideration
whose presence was the same Signed and to whom Delivered particularly
Declare

Fortune Kaba 3d
Kwabena

Do you know or do you not Believe of any Money being due by the
Complainant to one Fernandez of Chingleput if you, what particulars
form, the Sum when place where and who were present when such Sum was
last particularly settled and Balance to the best of your Knowledge
Remembrance and Belief

Kwabena 4th

Do you know or do you not know of any or what dispute between
the Complainant and Fernandez aforementioned and do you know
not know whether the said dispute was settled if you affirm the particulars
which dispute how and in what manner the same was settled and
what Consideration the Sum when paid for and who were present when
you became privy to the Premises to the best of your Knowledge

Chingannah 5th

Do you know Whether any or what Gifts or Presents

Delivered over to the Complainant by Simeon Isaac aforementioned and by you known or do you not know or have you Heard Whether any or what quantity of the Cattle were lost or stolen, if yea, What Number of Cattle were left in the Hands of the Complainant and what Number were they that were missing Set forth and Declare the same to the best of your Knowledge Remembrance and belief

6th ..... Do you know or can you Set forth Whether any or what Application was made to the Honorable Robert Tailer Esquire by the Complainant for and on Account of the Matter in dispute before this Honble Court, if yea, Set forth the same to the best of your Knowledge Remembrance and belief

Assigned
Copied
Interrogated } 7th ..... Do you know or do you not know of any or what Receipt or Receipts was or were given by the Complainant to Simeon Isaac aforementioned if Yea, for what Account was such Receipt given for what sum, the Time when place where, and by means of whom was the same given Set forth the same to the best of your Knowledge Remembrance and belief

Lastly the Witness } ..... Do you know or can you Set forth any matter or thing that may tend to the Advantage and Benefit of the Complainant touching you have not been heretofore interrogated to, if Yea, Declare the same as fully as if you had been particularly interrogated thereto to the best of your Knowledge Remembrance and belief

Chas. Bromley
Attorney for the Complainant

February 9th 1765.

We Valentine Von Donnat Marque and Peter Marque do hereby Agree with Mr. Morgan Williams that we will accept to Pay you one thousand Pistoles on Account of Simeon Morgan who failed to pay you according to the Terms Limited to Pay you the Sum of five Hundred and Seventy Pistoles on the Seventeenth instant and five hundred Pistoles on the Seventeenth of March next.

Val

and on default of Payment we Oblige ourselves to deliver up all the Bonds &c
in all their hands due to the said Estate &c to Pendarapanel Pillay
Counsel and give you due Notice of Witnesses Proper to be
Examined drawn by Advantage.

(Signed) by Advantage Pendarapanel Pillay
Mayor &
Advantage

(Here Seems Lake in wax as seal to the Original by Pendarapanel
Pillay Interpreter.)

Chas Bromley
Attorney for the Complainant

Writ Paper Writing was shewn to Pendarapanel Pillay
and Cockburn at the time of their Examination before me in Court sitting
in the Mayors Court at Madraspatnam whereon Mayor William Pitt
George Merchant is Complainant and Pendarapanel Pillay Defendant Sworn Interpreter
Petty Marque of Madras Inhabitants and Defendants Mayor Court
Fort St George 1766.

Richard Smith
Examiner

Mayors Court
Madraspatnam

Depositions of Witnesses taken in the Cause depending between
Mayor William Pitt Complainant
and Pendarapanel Pillay Defendant
Petty Marque Inhabitants

Depositions of Witnesses taken in the Cause depending before the
Examiner in the Courts following

Interrogatories to be Exhibited on the Part of the Complainant Thomas Coxeter at the Office of Mr James Hatsell Attorney for the Defendants by Virtue of a Rule of this Honble Court bearing Date the Day of December 1765 between Morgan Williams Complainant and Henry Cudlemore Haigue and Others Defendants

1st Interrogatory

Do you know the Complainant Morgan Williams and the Defendant Henry Cudlemore Haigue and how long have you known them respectively

2d Interrogatory

Do you know or believe that the Complainant Morgan Williams and the Defendant Henry Cudlemore Haigue were Partners in Trade and Business together and how long have they been so

3d Interrogatory

Do you know or believe that the Complainant Morgan Williams and the Defendant Henry Cudlemore Haigue have had any Dealings and Transactions together in Trade and Business and what Balance is due from the Defendant to the Complainant on the Balance of their Accounts

4th Interrogatory

Do you know or believe that the Defendant Henry Cudlemore Haigue hath received any Sum or Sums of Money or Effects belonging to the Complainant and how much

5th Interrogatory

Do you know or believe that the Defendant Henry Cudlemore Haigue hath received any Sum or Sums of Money or Effects belonging to the Complainant and how much

6th Interrogatory

Do you know or believe that the Defendant Henry Cudlemore Haigue hath received any Sum or Sums of Money or Effects belonging to the Complainant and how much

7th Interrogatory

Do you know or believe that the Defendant Henry Cudlemore Haigue hath received any Sum or Sums of Money or Effects belonging to the Complainant and how much

8th Interrogatory

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9th Interrogatory

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10th Interrogatory

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11th Interrogatory

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12th Interrogatory

Do you know or believe that the Defendant Henry Cudlemore Haigue hath received any Sum or Sums of Money or Effects belonging to the Complainant and how much

13th Interrogatory

Do you know or believe that the Defendant Henry Cudlemore Haigue hath received any Sum or Sums of Money or Effects belonging to the Complainant and how much

14th Interrogatory

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15th Interrogatory

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16th Interrogatory

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17th Interrogatory

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18th Interrogatory

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19th Interrogatory

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20th Interrogatory

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21st Interrogatory

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22d Interrogatory

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23d Interrogatory

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24th Interrogatory

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25th Interrogatory

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26th Interrogatory

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27th Interrogatory

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28th Interrogatory

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29th Interrogatory

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30th Interrogatory

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31st Interrogatory

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32d Interrogatory

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33d Interrogatory

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34th Interrogatory

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35th Interrogatory

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36th Interrogatory

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37th Interrogatory

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38th Interrogatory

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39th Interrogatory

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40th Interrogatory

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41st Interrogatory

Do you know or believe that the Defendant Henry Cudlemore Haigue hath received any Sum or Sums of Money or Effects belonging to the Complainant and how much

42d Interrogatory

Do you know or believe that the Defendant Henry Cudlemore Haigue hath received any Sum or Sums of Money or Effects belonging to the Complainant and how much

43d Interrogatory

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44th Interrogatory

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45th Interrogatory

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46th Interrogatory

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47th Interrogatory

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48th Interrogatory

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49th Interrogatory

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50th Interrogatory

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51st Interrogatory

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52d Interrogatory

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54th Interrogatory

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56th Interrogatory

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57th Interrogatory

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58th Interrogatory

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59th Interrogatory

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60th Interrogatory

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61st Interrogatory

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62d Interrogatory

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63d Interrogatory

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64th Interrogatory

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65th Interrogatory

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66th Interrogatory

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67th Interrogatory

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68th Interrogatory

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69th Interrogatory

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70th Interrogatory

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71st Interrogatory

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for the Defendants by (Interpreter) who first a Oath of the Truth, & the due Execution of
Abode of the said Deponent and after Due on the same day being sworn
sworn and Examined, deposeth as followeth

A
1 ..... To the first Interrogatory this Deponent saith, he has known the Complainant
& Plaintiff has been Lady Marquis since, but has no Knowledge of the Matters in
Interrogatory mentioned

D
2 ..... To this Second Interrogatory this Deponent saith he did see the Deponent writing
now shewn him signed and delivered by Lady Marquis for herself and her
Brother, in consideration of Seven hundred and Seventy Pagoda's but knowing
to Mr Morgan Williams the said Paper Writing mentioned and delivered
by Marquis to the Complainant in the presence of Hadjee Abdulla Mahomed
and this Deponent who Witnessed the said Paper Writing now the Deponent
deposeth not to this or to the last Interrogatory

Richard Sullivan

Mayor's Court at Madraspatnam

Between Morgan Williams Complainant
and Hadjee Abdulla Cordamah Lingee and Lady
Marquis Defendants

Deposition of Witness taken in the Cause by & Upon Interrogatories
in this Cause as followeth

Krishnaiah of Madras Brahmin Aged 29 Years or thereabouts being produced
as a Witness in this Cause on the part of the Complainant was on the 8th day
of December 1765 shewn at the Office of Mr Lewis Mackenzie Attorney
for the Defendants by Interpreter duly Sworn
of Abode of the said Deponent and after Due on the same day being sworn
and Examined, deposeth as followeth

A
1 ..... To the first Interrogatory this Deponent saith, he has known the Complain-
nant 5 Years and the Defendants more than 1 Year

D
2 ..... To the second Interrogatory this Deponent saith he did see the Paper Writing
now shewn to him, signed by Lady Marquis for herself and her Brother

consideration of seven hundred and seventy Pagodas Shortwas owing to Mr. Morgan Williams the said Paper Writing was signed and delivered to the Complainant on the presence of Chatteramah and Tellavinganah

3d ..... To the Third Interrogatory this Deponent saith, he does know of the sum of one thousand Pagodas sent by the Complainant to one Vannidamaick of Chinglepet in the month of January 1764 to the best of his remembrance on the Fortune Hardee a Portuguese Master and this Deponent being present

4th ..... To the Sixth Interrogatory this Deponent saith the Complainant made application to the Honble Robert Palk Esqr to order the Amaldar of Chinglepet to send the Cattle to Madras, that were mortgaged to the Complainant by Vadantancherry Condamah Nargue and Poly Nargue for to be Sold Mr. Palk told the Complainant to come for the Defendants Poly Nargue and the sons of Venkatancherry Nargue being then in Madras the Complainant and this Deponent with them to Mr. Palk, who sent word back to the Complainant, that he should put the Defendants into Court this Deponent further saith, that two months before the Complainant put the Defendants into Court the Complainant and this Deponent went up the Country, and brought Poly Nargues down to Madras and placed the Sons over them before that he did not see Vadantancherry Condamah Nargue nor likewise at that time coming down to Madras the Complainant also set a Peon to watch over them more this Deponent deposeth not to this or to the last Interrogatory

Richard Sathom

Examined

Hagan Overlat

Madraspatnam

Between Nargue Williams Complainant and Vadantancherry Condamah Nargue and Poly Nargue Defendants

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

Fortune Hardee of Madras Master aged 32 years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on his

9th

No 33

9th day of December 1765 shewn at the Office of the Town Clerk by Attorney
for the Defendants by Comaprah who left a note of the name & place of
Abode of the said Deponent and afterwards on the same day Deponent
Examined deposeth as follows viz.

A. To the first Interrogatory this Deponent saith he does know the Complainant
I..... & Defendant named in the Interrogatory

D. To the third Interrogatory this Deponent saith he does know the Complainant
..... & Defendant named in the Interrogatory & that he does not remember this Deponent ever
saw the Articles in the Interrogatory mentioned nor does this Deponent know
..... with any other persons being present nor this Deponent doth not know
or to the last Interrogatory —

Richard Sallows
Examiner

Fortune Hands

Mayor's Court at
Madraspatnam

Between Morgan Williams Complainant
and Pallandevanny Candaven Naigue Defendant

Depositions of Witnesses taken in the Cause by Dubash before the Town
in this Court as follows viz.

Historiah of Madras Merchant Aged 50 years a Witness duly sworn & Examined
as a Witness in this Cause on the part of the Complainant on the 9th day of December
1765 Anno at the Office of Mr. James Hathaway Attorney for the Complainant
by Comaprah who left a note of the name Title & Place of abode of the
Deponent and afterwards on the same day being sworn & Examined deposeth
as follows viz. —

1st To the first Interrogatory this Deponent saith he does not know the
..... Complainant or the Defendant —

4th To the fourth Interrogatory this Deponent saith that the Name of
..... the Complainant Dubash Krishnah came to him & told him that
Mr. Morgan Williams desired he would give him a Letter to the Banker
of Chinglepat to assist his business there, whereupon this Deponent
wrote

ordered one Cowcadu Subcadu to write to the Annaldar man this Deponent depose
not to this or to the last Interrogatory

Richard Sathorn

Examiner

Mayors Court at
Madraspatnam

Between Morgan Williams Complainant
and Vulambacherry Condamah Naick and
Sixty Maigue Defendants

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

Chinnyamah of Madras Pram Aged 28 Years on the Cowcadu, being produced as a
Witness in this Cause on the part of the Complainant was on the 5th day of December
1763 Sworn at the Office of Mr. James Mathewes Attorney for the Defendants
by Canapa who left a note of the same Date and Place of abode of the said
Deponent, and afterwards on the same day being Sworn and Examined Deposeth
as followeth

1st
To the first Interrogatory this Deponent saith, he is not acquainted with the
Defendants, but knew them about two or three months ago and has known the
Complainant 2 Years on the Cowcadu.

2d
To the fifth Interrogatory this Deponent saith one hundred head of Cattle were
mortgaged and delivered over to the Complainant by Vinnadamaick, whereof
Vencatapathy Maigue some time after stole away one hundred of the said Cattle,
but they were brought again by this Deponent and others from the Vinnadamaick
people who stole away sixty of the said Cattle, which were likewise brought
back — and the remaining number mortgaged were left in the hands of the Com-
plainant

3d
To the sixth Interrogatory this Deponent saith Vinnadamaick and his
people sang with this Deponent to pay the Complainant One hundred
Pagodas for which sum the Complainant gave receipt and delivered the
Vinnadamaick people the said mortgaged Cattle, more this Deponent
deposeth not to this or to the last Interrogatory

Richard Sathorn

Examiner

Hanover Court of Madras pattanam

Between: Morgan Williams Complainant
Valentine Berry Cordaroy & Morgan Defts
Morgan Defendants

Deposition of Webster Lakin one of the Witnesses
Examined on their Court as follows viz.

Pellapatti of Madras Merchant Aged 25 Years or thereabouts being produced
as a Witness on the part of the Complainant and duly sworn
December 1760 Before me at the Office of Mr. James Mackeray Attorney at
Law & Notary Publick who first made affirmation & Subscribed the
said Deposition and afterwards on the same day being Examined Interrogatory
as followeth viz.

1st ..... To the first Interrogatory this Deponent saith he knows the Complainant
4 Years but is not acquainted with the Defendants

2d ..... To the seventh Interrogatory this Deponent saith Seven Pagodas Pagoda
brought one hundred Pagodas to the Complainant at the time mentioned
in the Interrogatory for which sum the Complainant gave a Receipt but delivered the
Defendants people for them to give to their master were this Deponent
deposeth not to this or to the last Interrogatory

Richard Latham

Examined

Dr. Condiona Naigue & Bolon Naigue in Account Current with Mr. Morgan Williams Esq.

1765					1765			
Febry	9	To our Allegation of this Date		77	--	--	By Cash received at different times amounting to	88	21	--
		To 2 Pond kept over the Cattle by their Order from 16th December 1764 to 15th June 1765 is 6 Months @ 3 Pagodas p Month		18	--	--	By Ballance due to Mr	226	9	77
		To Batta to 3 P. @ 2 f. p diem		9	6	--				
		To 3 Peons sent them in order to secure the Cattle from 16th March to 15th June 1765 is 3 Months @ 6 p Month		18	--	--				
		To Batta to D. @ 2 fan. p Diem		17	6	--				
		To Interest on Pagodas 100 from 16th Decr 1764 to 9 Febry 1765 is 1 Month & 24 days @ 3 p Cent p Annum		10	--	--				
		To do on Pags 770 from 16th Febry to 15 June 1765 is 4 Mos 6 days @ 3 p Cent p Annum		21	28	10				
		To do on do from 16th June to 16 December 1765 being 6 Months @ 3 p Cent p Annum		30	28	64				
		To 4 Peons Pay from 16th June to 16th Decr 1765 being 6 Months @ 6 Pags p Month		36	--	--				
		To Batta to D. from 16th June to 16th December 1765 being 6 Months @ 2 fan. p Diem		84	12	--				
		Pagodas		994	30	77	Pagodas	994	30	77

Fort St. George 16th December 1765
Errors Excepted
D. Mr. Williams

Interrogatories to be Administered towards the Defendants on the Part and behalf of the Plaintiffs in a Cause Lowndes and Others against Williams and Others

1st Interrogatory ... Do you know the Parties to this Cause, or any and which of them, and how long have you known them respectively

2nd Interrogatory ... Do you know or do you not know the Lands in the Pleadings in this Cause mentioned, or any and which part thereof, and how long have you known the same respectively

3rd Interrogatory ... Do you know or do you not know of any Cattle having been depastured upon the said Lands or any and which part thereof, and if you do, by whom and for what Number of Cattle and for what Time or Times were such Cattle depastured thereon, and by what Authority

4th Interrogatory ... Do you know or do you not know of any Cattle depastured upon the said Lands or any and which part thereof belonging to the Defendants, and if you do, by whom and for what Number of Cattle and for what Time or Times were such Cattle depastured thereon, and by what Authority

5th Interrogatory ... Do you know or do you not know of any Cattle depastured upon the said Lands or any and which part thereof belonging to any and which of the Defendants, and if you do, by whom and for what Number of Cattle and for what Time or Times were such Cattle depastured thereon, and by what Authority

6th Interrogatory ... Do you know or do you not know of any Working Cattle belonging to any and which of the Defendants, and if you do, by whom and for what Number of Cattle and for what Time or Times were such Working Cattle depastured thereon, and by what Authority

7th Interrogatory ... Do you know or do you not know of any Dairies having been established upon the said Lands or any and which part thereof, and if you do, by whom and for what Time or Times were such Dairies established, and by what Authority

8th Interrogatory ... Did you or did you not pay any Sum or Sums of Money to any and which of the Defendants, and if you did what Sum or Sums of Money and at what Time or Times were the same paid, and to whom and where

9th Interrogatory ... Did you or did you not receive any Sum or Sums of Money from any and which of the Defendants, and if you did what Sum or Sums of Money and at what Time or Times were the same received, and by whom and where

You know, do you not know of any other Person paying any Sum or Sums of Money to Richard Yeo at or Sum or Sums who pay'd the Same when and where to the best of your Knowledge & Belief & Do you know or do you not know of any unjust Gain or Advantage obtained any Error Committed on the Part of the Defendant in what Manner & where by whom in what Manner and to what Value or Extent and the Reasons for the same to the best of your Knowledge particularly Set forth the Whole of the Matter & Thing you know or can say any other Matter or Thing Material for the Defendants in this Cause. Set forth the Reasons why you have been induced to believe with Reasons of such your Knowledge or Belief

Lewis Hathaway
Attorney for the Defendants

Mayor's Court of Madras Patam

Between Morgan Williams Complainant and Robert Barbary Gent and Mark Ant Dalby Defendants

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

Lattanaiyah Pedda Reddy of Chintamun Inhabitant aged 50 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendants on the 23d day of October 1766 Examined at the Office of Mr Charles Bromley Attorney for the Complainant by Joseph Lee Clerk of the same Court and being duly Sworn and Affirmed on the Holy Evangelists Maketh Oath and Affirmeth as follows

1st To the first Interrogatory this Deponent saith he is well acquainted with the Complainant but is not known to the Defendants Deponent Saith he is about 30 Years of Age

2d To the second Interrogatory this Deponent saith he knows of One Hundred Pagodas being remitted from the Complainant to Robert Barbary in the month of February 1764 (to the best of his remembrance

pd

in Madras Jaggatte on one year and one hundred head of Cattle more that
was paid by Tirmalanaick to Mistrath, as a security for the three Pagodas
Cattle was to be sold of the said Tirmalanaick Defaulted Paying
within the Limitted time of twelve months about two Months before
before that time were expired, some Shepherds on the part of Tirmalanaick
Chengamanen, and took away one hundred head of Cattle belonging to
Tirmalanaick one month after Mistrapoy to keep away the Cattle Called
Tancherry Condamah Naick and Poly Naick went to Mistrath Chief
Madras, and told him if he would come to Chengamanen there are Two hundred
head of Cattle, which same Shepherds on the part of Tirmalanaick had come and taken
at Chengamanen belonging to Tirmalanaick, they would pay the three
Hundred Pagodas Tirmalanaick had borrowed from him on the payment
thereof on the month of January and the other on the Month of February
Mistrath then took an Obligation for the said sum of the Pagodas
from Tadandancherry Condamah Naick and Poly Naick and sent a
Letter by them to the Shepherds to return the two hundred Cattle they
had taken from Tirmalanaick. Tadandancherry Condamah Naick and Poly
Naick carried the said Letter to the Shepherds who made only return two
hundred of the Cattle which they had taken the other four hundred
Cattle they Detained with them on the perfection of the Shepherds
this day Tadandancherry Condamah Naick and Poly Naick on the
of January of this present year paid to Mistrath two hundred and thirty
Pagodas of their obligations Mistrath demanding the payment of the
they told him, you have landed in your Agreement when the whole two
hundred Cattle shall be delivered you will pay you the whole
money Mistrath then insisted upon their paying a part thereof
the Ballance seven hundred and seventy Pagodas, which Tadandancherry
Condamah Naick and Poly Naick accordingly did four Months after
the Defendants had given the last Obligation that is on the
Months of May on Mistrath Nannah took eight Bullocks
belonging to them, which said fifty Cows, Bulls and two

from our Place of residence would bring us accordingly further or farther Expence
than the Month of January Aforesaid and Came to Kotah Burhandee
and eight Pagodas and odd making in all pagodas Six Hundred
and Ten Pagodas and odd of the Four hundred Head of Cattle remaining from
the first six hundred taken by the Rajapore party we once drove forward of
Jaipur one being taken of them which party were to send fifty Pagodas.
And the rest of the Cattle are gone from, and we could not go so they were
more their Property depended not to Him or to the last Interrogatory.

Richard Sadleir
Examiner

Mayor Court at
Madraspatnam

Between Major Williams Complainant
and Balandeekrop Bundaree Ranch and
Sixty Nine Defendants

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

Hiregunpowerly of Chinnapennah Ranff aged 26 Years or thereabouts
being produced as a Witness in the Cause on the part of the Defendant was
the 7th day of October 1765 sworn at the Office of Mr Charles Brooke Attorney
for the Complainant by Canapa who stands of the name Setty and Place of
abode of the said Deponent and afterwards on the same day being sworn and
Examined deposeth as followeth

To ..... To the first Interrogatory this Deponent saith he is not acquainted with the
Complainant, but has known the Defendants 20 Years or thereabouts

To ..... To the third Interrogatory this Deponent saith he borrowed of two hundred one
hundred Pagodas and one and another Two hundred Pagodas in all three
hundred and thirty Pagodas and by the Defendants to Ranch, in part
payment of Five Hundred Pagodas the Defendants had given an Obligation
to Ranch for. More this Deponent deposeth not to Him or to the last
Interrogatory

Richard Sadleir
Examiner

Exhibit

Mayor's Court at
Madraspatnam

Between Hugon Williams Complainant
and Valentine Berry Defendant Defendant
Party Paid Defendant

Deposition of Hugon Williams Complainant Examined on the Part & behalf of the Complainant as follows viz.

1st Interrogatory This Deponent knows the Complainant & Defendant & was present at Madraspatnam in the Month of October 1765 when the Complainant by Contract agreed with the Defendant to serve him as a Writer for the Term of Two Years from the Date thereof at the Wages of Pagodas Thirty per Month, which Contract was reduced into Writing & signed by the Complainant & Defendant & Witnessed by this Deponent & Mr Charles Bromley & Mr Thomas Hudson & Mr Thomas Hudson & Mr Thomas Hudson

Mayor's Court at Madraspatnam } { Tuesday the 4th day of January Anno Domini 1763.

Present

Arthur Cuthbert Esquire. Mayor
John Lebeaume — Thomas Lemmey
& Reynold Adams — Aldermen.

Between Morgan Williams of Fort
St George Merchant Complainant and
Ja Lambardeny Condamachi Nauk and
Forty Seven of Madras Inhabitants
Defendants.

Mayors Court

This Cause coming on to be heard and debated this day in the presence of the Attornies on both sides on reading the Complainants Bill with his Bond taken for Obligation annexed, the Defendants Answer with two Accounts Current annexed, the Replication, the Rejoinder, the Interrogatorys and Depositions on the part of the Complainant with a Bond taken for Obligation annexed, one Cabobet on the part of the Complainant, the Interrogatorys and Depositions on the part of the Defendant on hearing the Pleadings made use of by the Attornies and on due Consideration had thereon. It appearing to the Court that the Complainant has produced sufficient Proof of his Demand and that the Defendants have not brought any Evidence to contradict the same. This Court doth therefore thereby Order and Decree and doth accordingly Order and Decree that the Defendants shall pay unto the Complainant the full and just Sum of Seven Hundred and Seventy Pagodas (Pagodas 770) with Interest thereon at

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Court of Appeal in } Madras pondoram }

Saturday 1st May 1869

Between Sabanadayagam Pandaram
Swick and Lazy Swick ... Appellants
and Maya Mallinga ... Respondt

This Cause coming on this day to be heard and debated
before this Court by the Attorneys on both sides thereupon hearing the Petition
of Appeal dated 20th Dec 1865 and the record entered in pursuance thereof and
Court together with the Decree of the said Court given on this Cause on
Tuesday the fourth day of February last past and upon due consideration
had of the Matters therein severally contained and of the pleadings and
Arguments used by the Attorneys on both sides this Court doth think fit to
Order and Decree doth accordingly Order and Decree that the Decree
of the Hon'ble the Regent dated 20th Dec 1865 be and the same is hereby
and that the Appellants Petition be hereby dismissed with Costs

Decr

H. Maynard
Clerk

Madrass
28th June 1763

To the Honble the Mayor
Court &c Madrasspatnam

Humbly Complaining Sheweth unto this Honble Court
your Orator Ramasawmy Moodeliar Inhabitant of Madras
Chitty otherwise Comrapah Chitty of the same Place that Comrapah
Chitty otherwise the same Person Indebted to your Orator in the
full and just Sum of Five Hundred Pagodas Current Money of Madras arising
upon Simple Obligation Making no Mention Money of Great Britain
Accounting every Pagoda Eight Shillings the Sum of Eighty Pounds as will
more fully and at large appear by the said Obligation together
with a Schedule thereof Annexed to the respective Hon'ble Court
Of which whereof your Orator most humbly prays Leave the same may be admitted
as Part of this your Orator's Bill of Complaint

Your Orator further Sheweth unto this Honble Court that He
hath frequently and in a most Humble Manner Requested Payment from the
said Comrapah Chitty of the said Sum of Five Hundred Pagodas

But now so it is may it please this Honble Court the said
Comrapah Chitty Unlawfully and Wilfully refuse to give your Orator any
manner of Satisfaction touching the Premises your Orator therefore Prays
Aforesaid Writ of Subpoena to this Honble Court shall issue directed to the said
Comrapah Chitty Commanding him by the Authority of this Honble Court
at a certain Day and under a certain Pain therein to be limited personally
and Corporeally to be and appear before this Honble Court then and there
to Answer the Premises and to Stand to and Abide such Order Decree and
Judgment therein as to this Honble Court shall seem meet and your Orator
shall ever Pray &c

Madrasspatnam the Honble Court because the said
Comrapah Chitty is Absconded and Secreted to the Sheriff of Fortstaint
George Ramasawmy Moodeliar the Peshcash Head Peon of Fortstaint
George

3/41

Do appear abo(ve named Thomas) Stone before by thes Hon^ble Court Personally
and upon his Oath(s) doth declare to Answer the true Debt of Complaint
and further to Swear to and abide such Order and Decree therein as the
Hon^ble Court shall see meet.

Will^m Cairnes
Attorney for the Complainant

Comarapa Chilby Do hereby Acknowledge to have Borrowed and
received of Padua Mendelsar the Sum of two Hundred Pesos Bolivianos to be paid
me in two Years and Interest thereon to Become due and Payable with the said Padua Mendelsar
which Sum he the said Padua Mendelsar has demanded from Me at Sight
hereof for which Sum I now have given this Obligation unto the said Padua
Mendelsar and do hereby bind myself to clear and settle the said Account
at Fort Saint Ignace at the Expiration of two Months and Twenty days from the
Date hereof and Pay the Ballance of the said Account over before the
Fifteenth day of July Nineteen unto the said Padua Mendelsar or
in Case I shall not Clear and Settle the said Account as aforesaid at the
said Limited Time from Hand myself to Pay unto the said Padua
Mendelsar the said Principal Sum of two Hundred Pesos with
Interest Each shall become due thereon at the Rate of Twelve p^r Cent
p^r Annum on Demand Dated the Sixth day of May and in the Year of our
Lord One Thousand Seven hundred and fifty four Witness my Hand
Chilby by the Consent of the aforementioned Parties

In Witnesses
Mallacherry Vallandeera Chilby
Chimaidare Chilby

(Signed)
Comarapa Chilby

A true Translation as Near as can be from the
Original by Comarapa Chilby Interpreter

Will^m Cairnes
Atty for the Compl^t

I Padum Mandaliar of Madras Inhabitant do hereby for me my Heirs Executors administrators and Assigns Transfer and make over to Be Johan Authuandel of Madras inhabitant his Heirs Executors administrators and Assigns all my Right and Title to an Obligation Given unto me by Comarapa Chetty of the same place Merchant for the Sum of two Hundred Pagodas due to me from Mr said Comarapa Chetty as Will more fully appear by the said Obligation bearing Date the Fourteenth day of June 1762 Which said Sum of two Hundred and Eighty Pagodas I am to receive four Months after the Date hereof as Witness my hand at Fort St George the Sixteenth day of June in the Year of our Lord One thousand Seven hundred and Sixty three

(Signed)

Witnesses

William Hart

Comarapa

Padum Mandaliar

Read and filed

13th September 1763

The Answer of Comarapa Chetty Defendant to the Bill of Complaint of Johan Authuandel by Transfer of Padum Mandaliar

This Defendant now and at all times hereafter saving and reserving to himself all manner of benefit of Exception to the many Errors uncertainties and imperfections in the said Bill contained for answer thereunto or unto so much thereof as this Defendant is advised doth not nor shall be necessary for him to make answer unto this Defendant answereth and saith that he was indebted unto the Plaintiff in the Sum of two Hundred Pagodas upon Bond bearing Date the fourteenth day of June 1762 which this Defendant hopes to pay with Interest and Costs of Suit but this Defendant further saith that he was not indebted unto the Plaintiff in the Sum of two Hundred and Eighty

That no reason as to any Debt in Plaints declared to be Barred by the Statute of Limitations and Frauds & Perjuries & other Reasons to be Pleaded by the Defendant Because there was only Mutual Debts between the Testator & the Defendant & the Defendant further Saith that the Testator in his Life time & at the time of his Death was Indebted to the Defendant in the Sum of Pagodas Eighty Seven & upwards for Money Lent & Paid & Disbursed by the Defendant for the Testator at his Request & for Interest due thereon which Sum the Defendant Craves may be allowed him out of the Testators Estate in the hands of the Executors before the Plaintiffs Debt & the Defendant further Saith that the Testator was Indebted to the Defendant in the Sum of Pagodas Two Hundred

Read and filed
5th December 1763

The Replication of Sir John
Hyde and Dame Elizabeth his Wife Complainants
to the Answer of Edward Lascelles Esqr
one of the Defendants

This Replicant reserving and at all times hereafter
reserving to himself all and all manner of benefit and advantage
of exception to the many Errors and Insufficiencies
in the Defendants said Answer contained for Replication thereunto saith
that all and singular the matters and things in the Complainants Bill
are true as the same are therein set forth and that the Answer
to the said Bill is in many respects very untrue insufficient
in the Law to be Replied unto and this Replicant further saith that tho does
not admit that the Defendant stands indebted unto him in the full and
just sum of two Hundred Pounds in the Indorsed Bill thereof mentioned
this Replicant in his Bill of Complaint hath set forth concerning the
Dealings of Henry Peter Alexander has Continually
Dunning of them whom he owes and Troubled and Vexed him the Defendant
to pay the Debt which this Replicant hath said he owes the Complainants
Says true it is true unto this Honble Court that not to be supposed or imagined
that he the Defendant would be so weak as to give an Obligation at the
Solicitation of this Defendant Henry Peter Alexander Baltimore especially
as the said Defendant hath owned on Record unto his Answer to the
Amount of two Hundred and Sixty four Pounds Sterling Seventy four Pounds and
Forty Cash which he the Defendant explains to say was owed by the
Complainants nor even this Replicant admit that he the Defendant ever so
much and Troubled as he the Defendant hath in his Answer pleaded himself to
Replicant admit further that the Defendant hath stated that upon or the
Defendant would Furnish Money to Complainants and that he the
Defendant and the Complainants took a Journey Accordingly but they could
not that affair to Conclusion nor this Replicant admit that upon

over

[illegible] Sworn by the Petitioner that the said Transferee Padwa Mandelier was indebted to the Defendant for the several articles specified in the Account annexed to the Defendants Petition and the Petitioner admit that the same was due before the Expiration of the Obligation given unto the said Transferee Padwa Mandelier and the Petitioner Absolutely denies that the Transferee the said Padwa Mandelier did ever give the Obligation and Papers in the Account to any Solicitor, nor does the Petitioner know of any such Solicitor that ever was Employed by the said Transferee Padwa Mandelier The Petitioner Prays leave to Represent to this Honble Court that he is well informed and truly believes that along time after the said Obligation became due that the Defendant came from Pondicherry and he has arrived here the Transferee the said Padwa Mandelier Demanded from the Defendant the Payment of the said Obligation but the Defendant refusing the Payment by offering and tendering unto the said Transferee Padwa Mandelier was under the necessity of having recourse to Law of the Principal Cause of Court and there from before on his behalf for the Payment of the Obligation but as the Defendant hath falsely represented in his Answer that having been a Needy and Negligent the Defendant was of what the said Transferee of the last had Law suits to Carry on and that what they had done was to Nothing was the motives which induced the said Transferee Padwa Mandelier to demand from them against the Obligation and Papers in the Account which Due was duly ordered to them by the said Late Transferee of the last did the Petitioner further Prays leave to Represent unto this Honble Court that if there was Arbitrators and different Chetties there was any Differences have been Arbitrators Bonds to engage them to stand to the Arbitration and that there must have been a Award for the Sum Awarded on their part account given by the Defendant as also an Account Current whereon they should have Paid the said Transferee Padwa Mandelier for the Amount of [illegible] 7 received from the Defendant and they should also have Given the said Transferee Padwa Mandelier Credit for the half of the Green and Dyed Cloth the said Transferee Padwa Mandelier for the one half of the Lots and then the Balance of the said Account would have appeared at the first Light which would have

rendered

rendred the Accounts clear and Conspicuous but as they have neglected soto do
the rather to Cavil and Puzzling and this Repliyant Prays leave to Represent this
Honble Court that the Packaged and Pictures Account Delivered into this Honble
Court Beare no Date

Wherefore Mathew and Wings this Replyant is ready to verify
and prove as this Honble Court shall Direct and Humbly Prays as in
and by his said Bill he hath already Prayed

Wm Cranwell
Attorney for the Replyant

Rec'd & filed
24th January 1764

The Rejoinder of Company Cutty
of Madras Merchant Defendant to the
Replication of Boyton Cauthorn Plaintiff
same plaice Subscribed Complainant

This defendant now and at all times hereafter saving and
reserving to himself all and all manner of Benefit and Advantage of Exception
to the many Errors Uncertainties and Insufficiencies in the said Replication
contained for Answer thereto or unto so much thereof as this Defendant is
advised is Necessary to be Answered unto this Defendant for Answer
saith that he is not indebted unto the Replyant in the Sum of two hundred
Pagodas or any other Sum or Sums of money whatsoever as in the said
Replication is alledged and this Defendant denies all Combinations
as is set forth in his Answer and by reason of which he was induced
to the Transactions in the Pleadings Mentioned but never Borrowed or Received any Sum or Sums
of Money upon the same Bond Obligation being drawn and given as an Indemnification
to this Defendant touching the Premises and no more and that there
ever appeared to have been Bonded and entered the Sum of two hundred Pagodas
yet the same was only ordered as a Security to be given by this Defendant
touch & Cannot appear by the said Bond Obligation this Defendant

and

and Severally Costs when the Defendant together with the Answer submitted to the Arbitrators they did Severally give Security to the said Arbitrators to abide by their award and Arbitrament and the names of the Securities are as follows for this Defendant Silvio Scappaticci Builder and for the Same for Lewis Modena Scavenger Madeline and the said Arbitrators and the said Defendant further saith that the Arbitrators Award Bonds of the Securities for the Performance of the Award so by them the Arbitrators found and to them appeared the Balance of the Sum of two hundred and sixty four Dollars twenty one Shillings and four Pence Eight Cents of the said Currency, Which were not given up to this Defendant but kept in the Possession of the Arbitrators aforesaid which Keeping is contrary to the tenor of the Securities and the time of their Agreement for so doing, And this Defendant Lastly saith that in Consequence of the Award by the Arbitrators to him given this Defendant is justly and truly indebted to him in the Sum before mentioned, All Which Matters and things this Defendant is ready to aver maintain and prove as this honorable Court shall direct and humbly prays as in and by his said Answer he has already prayed.

Chas. Bromley
Attorney for the Defendant

Interrogatories to be Administered to such Witnesses as shall be produced sworn and Examined on the part and behalf of the Complainant in a certain Cause wherein Silvio Scappaticci Builder Complainant and Joseph Tetley Defendant

First Interrogatory Do you know the Parties Complainant and Defendant in this Cause

If Yes, how long have you so known them or either and which of them Declare

Do you or Do you not know or believe that the Complainant Exhibited his Bill of Complaint in this Cause against the Defendant and what other Answer do you or either of you make thereto and Declare

Do you not know or believe that the Defendant was Ordered by the Court of Chancery to Answer the Complainants Bill of Complaint in this Cause if Yes when and what time was he ordered and Did he Accompany his Answer with Bonds and Appoint the Masters to examine

Interrogatories

compromise the Matter? Do you Know or do you not know whether the Cause that
this affair was not brought to a conclusion? If Yes, set forth the same? Do you know
or do you not know whether the Obligation of the Transferrer was delivered up
by the mediators? If Yes, what endeavours had they for so doing, Are you or Are you
not Acquainted with the Transferrer renewing the demand? If Yes, set forth the
grounds he may have or did he not shew you any reasons to those transactions
fully and particularly declare.

To Interrogatory 8th ..... Were you or were you not interested by the Defendant and Transferrer
to be a Mediator in this cause depending between them after this Arrived from Yorkshire
If Yes, what other Mediators where appointed, Were they or Were they not any Penalty
Bonds to Oblige them to abide by the Award or the Arbitrament Executed and the
Transferrer Produce his Obligation and the Defendant his Account? If Yes, are they
deposited, Do you know or Do you not know how long the said Obligation and
Account remained in the Possession of the mediators? If Yes, set forth the same, Are
you or Are You not Acquainted with the Award of some of the Mediators? If Yes
who were they and at what time did the Award did they depart this life? Do you
know or Do you not know upon the death of some of the Mediators whether the
Obligation was committed to the Transferrer or not? If Yes, when and where, Do you
know or do you not know to whom the Account was delivered to? If Yes, to whom
and at what time, or times, and when and where, the whole you know touching these
Matters fully and particularly, declare.

To Interrogatory 9th ..... Did you or Did you not attest the Obligation now shown you? If Yes
at whose request was it or was not the same executed Declare truly, private fully and
particularly, declare.

To Interrogatory 10th ..... Do you know or do you not know of any demand being made by
the Transferrer upon the Defendant? If Yes, what was the Purport of the
Defendants Answer and when, and where, how did he set forth the same and
what did he Tender did he Acknowledge the demand, or did he not and
from what place did he say he would make the same Manifest from the
whole you know touching the matter from the beginning unto the end
and how you came to know the same fully and particularly declare.

To Interrogatory 11th ..... Do you know or can you say any other matter or thing
Material

Madras to wit } Between Sir John Hepburn Complainant
Madrasapatnam } Comapah Chetty Defendant

Depositions of Witnesses taken on the Cause depending before the Honour-
able the Court of Admiralty
Veddaredum of Madras Comaply aged 22 Years a Witness duely sworn
as a Witness in this Cause on the part of the Complainant upon the 12th day of October
1763 shown at the Office of Mr Charles Saunders Attorney for the Complainant by Coma-
pah who by Female of the name Tittie Place of abode of the said Deponent and
aforesaid on the same day being sworn and Examined deposeth as follows
1 To the first Interrogatory the Deponent saith he is not acquainted with the Complainant
but has known the Defendant 15 Years or thereabouts
2 To the Second Interrogatory the Deponent saith he was present when the Complainant
received the Obligation from the Defendant at Pondicherry about ten Years ago Vellaia
Chetty Venkat Chamah Chetty and one Chinna Davane also present at the same
time the Defendant executed the same in both the Deponent did accompany the
Complainant to the Defendants House where the Complainant went to demand
the payment of the Obligation due to him from the Defendant the Complainant
Brother and Servant also accompanied The Deponent did accompany
the Complainant from Pondicherry to Madras when they both did apply to
Mr Andrew Cobb Arbitrator to settle the dispute between them the occasion
why they after were not brought to a conclusion upon account of the Depo-
nents and all the Witnesses Absence and the Complainant declaring
that he had received part the Defendant's Effects the Deponent thinks around
Cost Pagodas had been agreed upon to be paid to the Complainant by them deduct-
ing from the Complainant his allotment and the Deponent has known
the

between the Arbitrators could not conclude the affair, by reason of the Defendant
running away to Londonderry where he should have been present to transfer
aforesaid & render his due and upon the Defendant asking the Deponent provided
to pay but neglected & did not. The Transferor put the Defendant into Court where
the Deponent deposeth not to this or to the last Interrogatory.

Richard Sathorn

Examiner.

Mayors Court at
Madrespatnam

Between Robert Baptist Complainant
and Canagah Chetty Defendant

Depositions of Witnesses taken on the Cause, Sworn before the Examiner
in this Court as follows.

Veeraya Modeliar of Madras Merchant Aged 55 Years or thereabouts
being produced as a Witness on the Cause on the part of the Complainant sworn the
12th day of October 1765 deposeth at the Office of Mr Charles Bromley Attorney for
the Defendant by Canagah who left a note of the name Title and Place of abode
of the said Deponent and afterwards on the same day being sworn and
examined deposeth as followeth.

To the first Interrogatory this Deponent saith he is acquainted with the Complainant
but has known the Defendant 20 Years or thereabouts.

To the third Interrogatory this Deponent saith he knows Canagah and the
Complainant were intrusted by the Defendant and Transferor to be mediators in the
cause also that there was a Penal Bond of One hundred Pagodas whereby the
the Transferor or Defendant were to pay if they did not abide by the award of
the mediators or arbitrators. The Transferor did produce the Register for
two hundred Pagodas given to them by the Defendant and the Defendant
his account. The said Allegations and the said account were deposited in the
Deponents house and produced by them to the other arbitrators whenever
they and the said allegations and the said account were viewed by the

Deponent

Deponent knows Peter Pearce about five years ago Limbach and Collingwood bro
of the Arbitrators died on Madras after the death of the two aforesaid arbitrators
the Company came to the Deponent are asked for the Elevation and account
which had been delivered to them the Deponent said to the Company being the
Defendant to me sometime after the Company accordingly brought the Defendant
with them to the Deponents house the Deponent then desired the Company
the Defendant to settle the Keppah the other remaining arbitrator which they de
on the 2nd Company's answer the Deponent then went to the Company
his Elevation and the Defendant his account after which the Deponent there
left Madras But nothing had been decided upon the Deponent spoke
not to them or to the last Interrogatory.

Richard Sallows

Examined by Company's Attorney

Examiner

Mayor's Court at Madraspatnam

Between Ann Johnson Plaintiff Complainant
and Company's Defendant

Depositions of Witnesses taken on the Cause depending before the Commissioners
this Court as followeth

Thomas Chitty of Madras Merchant aged 45 Years or thereabouts being
produced on the part of the Complainant was on the 17th
day of October 1760 Sworn at the Office of Mr Charles Crawley Attorney for the
Defendant by Company who left a Book the Name Title and Date of Which of
the said Deponent and afterwards on the same day being Sworn and Examined
deposeth as followeth

1st To the first Interrogatory this Deponent saith he is not acquainted with the
Complainant, but knows the Defendant 15 Years or thereabouts.

2d To the 2nd Interrogatory this Deponent saith he doth not know the Elevation nor
knows to have of the Amount of the Company's Demand upon the Defendant but he
believes

Elevation

Allighew was voluntarily sworn by the Deponent upon the Deponent
departs and to this as to the first Interrogatory —

Richard Latham

Examiner

Mayors Court at
Madraspatnam

Between Belcher Bathurst Complainant
and Comapah Chilly Defendant

Depositions of Witnesses taken in this Cause beyond Seas before the Examiner in the
Court as followeth.

Moodeo of Madras Painter Aged 52 Years or thereabouts being produced as a
Witness in this Cause, on the part of the Complainant upon the 12th day of October
1765 Sworn at the Office of Mr. Charles Bromley Attorney for the Defendant by Compa
who left a mark of the name Tilly and Place of Abode of the said Deponent and by Trade
on the same day being sworn and Examined deposeth as followeth

1st. To the first Interrogatory this Deponent saith he is acquainted with the Com
plainant, but has known the Defendant 20 Years or thereabouts

5th. To the fifth Interrogatory this Deponent saith he does know of a Reward made by
the Transferer upon the Defendant, the Defendant accepted thereto told the
Transferer he would go to Pondicherry and get him the money Recommend
was made by the Transferer on the attack some time before Mr Lally came to
besiege Madras more this Deponent deposeth not to this or to the first Interroga
tory

Richard Latham

Examiner

The mark O of Moodeo

Nagapah Chetty
Patava Nagapah Chetty
Canapah Madelear
Servangadum Modelear

Interrogatories to be Administered to such Witnesses as shall be produced Sworn and Examined on certain Cause depending and at Issue in the Honorable the Mayors Court at Madraspatnam Wherein Rajahar Austhumdel of Madras Inhabitant by transfer of Patava Mendelia also of the same place Merchant is Complainant And Canapah Chetty also of the same place Merchant is Defendant

Interrog. 1st Do You Know or do you not know that Complainant Defendant and all the Witnesses Examined on the Part of them Interrogatories named of You, how long have You known them, or either, and which of them Declare

To the same 2d Do You Know or do you not know of any Account or Accounts subsisting between the Parties above mentioned, and do you know or do you not know Whether such Accounts were referred to Arbitrations of You Set forth the Particulars of such Accounts the Time when such Accounts were referred to Arbitration at what Place before whom and such Arbitrations taken, the Determination thereon, and when such Determination was finally Concluded or and if not finally Concluded, the reason why particularly Set forth and Declare

To the same 3d Do You Know or do you not know Whether any or what Deed Paper or Papers were delivered up to the Persons chosen Arbitrators of You what were such Papers by whom delivered and for what Purport or what particularly Set forth & Declare

To the same 4th Do you Know or do you not Know Whether the Parties in such Account Each Chose you at the Time of your Nominations were awarded by the Arbitrators chosen by the said Power and the Defendant of You, Set forth the Time and Place where and the Names of the Arbitrators before whom such Nominations were made

To the same 5th Do You Know or can you Set forth any other Matter or Thing that may be of the Knowledge and Benefit of the Parties to which you have not been Interrogated to if You Set forth the same According to the best of your

Knowledge

Plaintiffs Particulars of Debt

Chas. Bromley
Attorney for the Defendant

Court of Conrapah Chetty in Account Settled on Arbitration to Order of the Compass Peter Modelliar to Conrapah Chetty Defendant

To Cash Received of Conrapah Chetty at different times	Pags	203	
To ditto ditto ditto		13	
To 1 Cage of Pimpo for which he half share		22	16
To 50 Spare ditto		3	37
To Cash paid the Merchants people for his half Share		5	1 12
To Cash Received of Conrapah on Account of Conrapah Chetty		31	
To ditto ditto of Modeliar on Account of ditto		6	
To ditto ditto of Ramah Pothak at Pondicherry		65	
To 26 Spare of Pimpo		92	24 00
To Cash Received of Narrain on Conrapah Chetty's Account		2	12
To 2 Spare of Wood for his house repair			12 00
Expended		564	21 12

Chas. Bromley
Attorney for the Defendant

Mayor's Court at
Madraspatam

Between Pergohni Anjelhandil by transfer of
Patma Mandeliar Complainant and Comarapah
Chetty Defendant

Negapatam Chetty of Madras Trader Aged 60 Years or thereabouts being produced
as a Witness on the Part or behalf of the Defendant sworn on the 10 day of December 1765
deposeth at the Office of Mr. William Cornwell Attorney for the Complainant by Comapa
the Interpreter of Common Malabar Tongue first had of the said Deponent and afterwards
in English doth depose and Answer as follows

To the first Interrogatory the Deponent saith he is not any ways concerned in the Complainant
but has known the Complainant 25 Years and the Defendant 25 Years or thereabouts

To the Second Interrogatory the Deponent saith he does know of some account subsisting
between the Complainant and the Defendant which were referred to Arbitrators the
said accounts were concerning some Piece Goods came from the Place to be
sold at Pondicherry in which the Complainant and the Defendant were Partners
the said disputed accounts were referred to Arbitration more than two Years before the last
Siege in Madras Called Chitty for the Deponent were chosen Arbitrators for the
Defendant and Orange Pillay on the part of the Complainant The Complainant and
the Defendant at the same time required a Bond which Finally was to be given
to the Chetty School of either should not attend for the award of the Arbitrators
Negapah Chetty was Security for the Defendant of whom he is not for the
proposed Pillay money and Samynadum for the Complainant The Complainant and
Defendant then produced their Accounts before the Arbitrators which Accounts
were left in Pillays hands The Arbitrators met several times but did not decide
any thing Complaint and Cotta Chetty two of the Arbitrators during and the Siege
of the Place happening cause the Defendant went away to Pondichery on the
taking of the Siege the Defendant returned to Madras and after the Deponent
and Pillay the other remaining Arbitrators of Siege had called the Deponent before
the Arbitrators and Pillay produced some of the Accounts Pillay and the
Deponent told the Defendant they did not decide any thing because some of
the Accounts of the Arbitrators were lost the Defendant then the Siege
pleaded

plaintiffs Mess Thomas Jones Young and Company did that the Records of the
Company and the Defendant Agreed with Mess Jones and at the same time
the Defendant Agreed not to Use or to Ship Saltpetre
4th The fourth Interrogatory the Defendant saith he does not remember the Contents
of the Charter Party before them, also that on or about the date mentioned
in said Charter Party the Defendant Shipped Saltpetre on the Transferees
vessel as mentioned in the Defendant answer to the 3rd Interrogatory
5th Interrogatory

Richard Sothern

Examined

Master Court at
Madraspatnam

Between Robert Mitchell Plaintiff
Master Complainant and Company Defendant

(Copy Record of Witness taken on the Cause, by and upon the Oaths
and Testimonies following)

Robert Mitchell Master of Madras Merchant Aged upwards of twenty
one years sworn & Examined on the part of the Defendant on the
[illegible] day of January 1863 Before me the Hon'ble William Connell Master Attendant
Complainant by Company's Attorney & Thomas Gillard Interpreter
Sworn and affirmed on the Holy Evangelists and Examined upon
Interrogatories
1st The first Interrogatory the Deponent saith he is not acquainted with the Complainant but knows the Transferees for 3 Years and the Defendant 25 Years
2nd The Second Interrogatory the Deponent saith he does not know of any Charter
subsisting between the parties aforementioned but that there was a Deposit between
the Transferees Padua Mudaliar and the Defendant Company which deposit
they refused to the Arbitrators some Black Merchandize
from the Transferees and the Defendant that they should each give security in
one Lakh of Rupees each by their bonds for the payment of the money per deposit that

Deponent

Copy of Affidavit between Plaintiff and Defendant to be used in evidence before the Arbitrators

Affidavit of Plaintiff

Hayes & Overland

Plaintiff

Affidavit of Plaintiff in the Cause, Hayes & Overland against Thomas Goodchild

Thomas Goodchild

Defendant

I Thomas Goodchild of Wapping in the County of Middlesex Mariner do hereby make Oath that I am Master of the Ship Thomas and Mary of London and that I sailed from the Port of London on the 14th day of November 1765 bound to the Island of Barbadoes with a Cargo of Goods on board the said Ship and that I arrived at the Island of Barbadoes on the 14th day of January 1766 and that I delivered the said Cargo to the Plaintiff and his Partners Agents there and that I received on board the said Ship from the Plaintiff and his Partners Agents there a Cargo of Rum and Sugar and that I sailed from the Island of Barbadoes on the 14th day of February 1766 and that I arrived in the River Thames on the 14th day of March 1766 and that I delivered the said Cargo to the Plaintiff and his Partners Agents there and that I have not received any Freight for the said Cargo from the Plaintiff or his Partners or any other Person or Persons for his or their use and that I have not any Bill of Lading for the said Cargo in my Custody or Power

1st ..... To the first Interrogatory this Deponent saith he doth not understand the same but this Deponent saith that the Plaintiff and Defendant did agree to refer all Matters in Difference between them to Arbitration

2d ..... To the second Interrogatory this Deponent saith he knows there were Disputes subsisting between the Plaintiff and Defendant which were referred to Arbitration and that before this Deponent came from Barbadoes the Plaintiff and Defendant or Partners in Barbadoes chose Arbitrators on the Plaintiffs Part and Defendant's Part to settle the Accounts of Copartnership between the Plaintiff and Defendant and that the Plaintiff and Defendant or their Partners there agreed to be bound by their Award and Orders to be made by the said Arbitrators and that this Deponent hath been informed and believes that the said Arbitrators have not yet made their Award but that they have had several Meetings about the same and that this Deponent hath been informed and believes that the said Arbitrators have

[illegible]

paid to the Complainer your Partner the Defendant the next day came to the Defendant and desired him to declare the same before the Arbitrators the Defendant accordingly went and produced his Accounts before the Arbitrators by which it appeared he had paid the outstanding Balance of Thirty Pagodas to the Complainer according to the former eighth Article of Agreement the Defendant departed from the Third Fourth and last Interrogatory —

Richard Latham
Examiner

The mark of Cumpah Moodeen

Mayor's Court at Madraspatnam

Between Cumpah Moothundel the Complainant and Cumpah Chitty Defendant

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

Seevengadasse Moodeliar of Madras Painter Aged 60 Years a Witness being produced on the Part on the Cause on the part of the Defendant on the 15th day of November 1766 shown at the Office of Mr. William Cranell Attorney for the Complainant by Cumpah who left a Note of the name Title and Residence of the Defendant, and afterwards on the same day being sworn and examined Deposeth as followeth. —

1st. To the first Interrogatory this Deponent saith he is not acquainted with the Complainant, but has known the Complainant and Defendant 8 Years or thereabouts

2d. To the second Interrogatory this Deponent saith the same Cause and Difference were on Partnership, and concerning Cloths from Cowre to Velore at which accounts some Years before the last Siege of the Place Complainant and the Defendant had adjusted which they agreed to Arbitrators — This Deponent often went to Cumpah's House one of the Arbitrators and were travelling there with the other Arbitrators, having accounts before them, but they never came to any final determination concerning said dispute as this Deponent heard — more this Deponent deposeth not to the third fourth and last

Interrogatory

Interrogatory

Richard Latham

Examined

Remark of Interrogatories Madrass

Mayor's Court at Madrass paduam

Friday the 25th day of February Anno Domini 1766

Present

Mr. Pitt. Maxwell. Senior Aldermen

John Debonnaire — Charles Smith &c

Francis Saunders — Aldermen

Between Richard Latham Inhabitant of Madrass Inhabitant Complainant and Cornelius Chetty & two of the same place Merchants Defendants

This Cause coming on to be heard and debated this day in the presence of the Attorneys on both sides on Reading the Complainants Bill with a Schedule of an Obligation and Transfer thereof annexed, the Defendants Answer with an Account annexed, the Replication, Rejoinder, Sur Rejoinder and Papers on the part of the Complainant with a Copy an Obligation annexed, the Interrogatories and Depositions on the part of the Defendant with an Account annexed, Reading the Proceedings made use of by the Attorneys and on due Consideration had thereon. It appearing to the Court that the Complainant has produced sufficient Proof of the Debt

No 14

This Cause coming on this day to be heard and debated before this Court by the Attorneys on both Sides upon hearing the Petition of Appeal and Answer and the several Exhibits of the Honble the Mayors Court together with the Decree of the said Court given in this Cause on Tuesday the Twenty fifth day of February last past, and upon due Consideration had thereof severally contained and of the pleadings and Arguments had by the Attorneys on both Sides the Court do think fit to Order and Decree Itt accordingly Order and Decree that the Decree of the Honble the Mayors Court given in this Cause do stand confirmed and that the Appellants Petition be hence dismissed with Cost

H. Lindsell
Clerk

Court of Appeals
Madras

Thursday 1st May 1766

Between Comanpah Chitty ... Appellants
and
Pydah Ryth Mandel ... Respondent

Endorsed
Ex Hardyfield

To the Worshipful the Mayor
Court at Hadon Gradnam

Humbly Complaining Shewith to your Worship your Honorable
Court Thomas Carter of Caterham Merchant by his Attorney John de Fox
of Eastland Grove Merchant that Andrew Peter of Hadon Porter stands indebted to
your Orator in the Sum of twenty pounds of lawful money of Great Britain for Goods
Wares Merchandizes and Sortage money of your Orator after the Rate of Eight
Shillings for every Quarter that is to say Two pounds ten Shillings and
upwards for Goods sold and Delivered by your Orator to the said Andrew Peter
on the fourteenth day of March in the Year One Thousand seven hundred and forty
three at Caterham Your Orator hath frequently and in a very civil manner required
Payment

But now it is true and may it please your Worships the said Andrew
Peter to be summoned and examined by the Sheriff of Eastland Grove and
Hodnapton or their Deputy being personally to appear before this
Worshipful Court at the Time and Place by this Worshipful Court prefixed &
appointed then and there to answer the Premises on Oath and further to
abide by this Worshipful Court and Your Orator shall ever pray

Hugh Brompton
Attorney for Complainant

701

Margaret Courtald
Plaintiff

Saturday the 26th day of
June 1886

Between

Arthur Cuthbert Cyprian Hayes
Peter Merrill
Edward Henry
Defendants

Margaret Courtald

The defendant having filed and acknowledging the
justness of the Complainants demand, It is Ordered
Order and Decree and doth accordingly Order and Decree that the Defendant
shall pay unto the Complainant the full and just sum of Fifty two Pounds
thirty two pence and Eight pence Cash Principal and Interest
with such Interest as may accrue thereon from the time of
payment is made also all Costs of this Suit

Ken

Bundle of Papers
Mr. Summerfield &c

To the Worshipfull the Mayor
Coram &c Madras Patinam

Humbly Complaining Sheweth unto this Worshipfull Court
your Orator Isaac Lindey Citty of Madras Merchant That Whereas John Debonaire
of the same place Merchant did on or about the fourteenth day of August Last the year
of Our Lord One thousand seven hundred and sixty four Exhibit Bill of Complaint
against your Orator in this Worshipfull Court for the Sum of Four hundred and twenty
nine Pagodas eighteen Fanams and ten Cash as per your Orator's Book bearing date
the eighth day of July in the same year preceding Whereby your Orator
had charged the said John Debonaire your Orator Sheweth that on the
aforesaid with the suit carrying on against him in this Worshipfull Court he the said
said John Debonaire would plead have on part of the above sum One hundred Pagodas
and Legal offset to stop the proceedings and to allow your Orator fourteen days longer
time to pay of the said demand which request the said John Debonaire promised
to comply with. Your Orator sheweth that he have paid at Different times between
the eighth day of August and the fourteenth day of November the sum of One
hundred and ninety one Pagodas as set forth in the Account Countenanced for
the inspection of this Worshipfull Court and your Orator further Sheweth that on the
said fourteenth day of November in the aforesaid Year of our Lord One thousand
seven hundred and sixty four the Accounts underwritten between your Orator and
the said John Debonaire were then adjusted whereby a Ballance of eleven Pagodas
and four fanams appeared to be due on your Orator aforesaid Book your Orator
Sheweth that he had some time before received from the said John Debonaire
a Note of Hand amounting to Nine Pagodas for which your Orator stands indebted
to them which sum together with the Ballance of your Orator's Book amounted
to One hundred and one Pagodas and four fanams for which sum your Orator
then left the said Book with the aforesaid fourteenth day of November

pays 16

1

Exp.

aforesaid bearing date the Day of December and Year aforesaid as in the Writing Obligatory
and to agree and your Answers as set forth on the Record thereof and
Your Orator shows that he has frequently requested the Defendant
of the said Bond and the same hath refused the sum of twelve Pounds Court Charges
and Costs which your Orator has been put to by reason of the
premises of the said Bond for One hundred and three Pounds as aforesaid his
real value and in a reasonable manner your Orator has endeavoured to reconcile the
Matters in Question and may of right be relieved touching the premises. To
the End therefore that the Defendant upon his Corporal Oath may
answer the premises and that your Orator may obtain such Relief
as his aforesaid Case and Equity shall require and to the Court shall
appear agreeable to Equity and good Conscience May it please your Honours
the Defendant may upon his corporal Oath to his true and perfect answer make to all
and every the Matters and things herein before alledged and set forth as fully
to all Intents and Purposes as if the same were herein again repeated and
interrogated and particularly to declare whether your Orator has not paid him
the several sums of Money in the Account thereof mentioned on Account of your Orator's
Bond for the Penalty of One hundred and Ninety one Pounds eighteen shillings and
six Pence and whether the Account thereof was not settled and adjusted between the
said John Delamere and him on the fourteenth day of November
one thousand seven hundred and ninety and whether he did not at the same time accept your Orator's Bond for the
aforesaid sum of One hundred and one Pounds and four pence payable two
Months and fifteen days and whether on the said Day the Defendant
Orator's former Bond was not cancelled together with many other Bonds for
Sums of Money that your Orator then stood indebted and duly bonded
to the Defendant at the time aforesaid and whether your Orator
was not at the time aforesaid indebted to the said John Delamere
in many more Sums than that contained in your Orator's Bond and
if your Orator stood indebted in any other Sum or Sums what sum and for what
but the same stood indebted and whether the said Bond
was not given up to your Orator as aforesaid and whether

said John Debonaire may be ordered to pay unto your Orator what shall justly appear
Orator to be due unto him and that the said John Debonaire may be decreed to deliver up
your Orator former Bond on which your Orator was sued on your Orator paying
the Court Charges due thereon and the said Suit proceeded on the aforesaid pay the
day of November and to be otherwise to make such satisfaction to your Orator for the
illegally causing his said House to be seized and the damage & your Orator for
of Money which your Orator did not neither now does stand indebted to him
as to this Honble Court shall seem agreeable to equity and your Orator further
pray that the warrant of Execution so wrongfully obtained may be set aside and that
the said John Debonaire may also pay all Costs of this Suit

May it please this Honorable Court to cause the said
John Debonaire to be Summoned and required by the Sheriff of Nicholson Hundred
Town of Mudraspatnam and the Districts of & belonging to the same personally
to be and appear in this Hondble Court thereunto personally and appeared and then
and there to answer this your Orators Bill of Complaint and further to abide
to and abide such order and Decree as to this Hondble Court shall seem meet

John Bristo
Attorney for the Complainant

(Sir) Mr John Debonnaire in Account With Jacobson Townsend Chilly (Cr)

1765		To Cash Paid as Earnest on the Receipt of the Goods	3	-	-	1765 July 6	By Sundry Sorts of Grain Received from you Amounting as p[er] my Bond of this Days Date to	691	18	10
Sept	18	To Cash Paid	100	-	-					
	23	To Do Do	200	-	-					
		To Bill Brought on Mr Jennings for	200	-	-		Interest on the Bond		10	2½
Oct	4	To Cash Paid You by Venus Tasbelain	150	-	-					
Dec	18	To Cash Paid when the Account was Settled	38	-	-					
			691	-	-					
		To Ballance due Jacobson Townsend Bond of this Days Date for 1 Month 15 Days Credit	11	4						
		Pagodas	702	4			Pagodas	702	4	

Fort St George 30th Dec 1765
Errors Excepted
JT

By My Bond of this Date Payable in 1 Month 15 Days for 104 4

Vale and forthwith made by the Condition of which Promise was the Sum of fifty Pounds to be paid to the Defendant that very day on which the Note of hand was given but the said Complainant Neglecting to Comply with the Lawful Terms and which Engagement the Said Defendant Called upon himself Forcibly to disengage from the Complainant as the Terms of the Acceptance were Contained in a Decree of this Honble Court on the Last Sitting between the Defendant and the Complainant and Perform'd the Defendant agreable to the Tenor and Values of the Said Court Conditional Warrant of Correction for the remainder of the Debt the Capital of Sixty One Pounds three hundred and sixty four Ibs Ballance whereof was Paid and Satisfied for Expence Contained in the Said Decree Wherefore the Defendant further Saith that by the Decree Aforesaid was not to Answer the said Allegations of Untruths Contained in the Complainants Bill Further than as Aforesaid and the Complainant will Hereby Leave the Cause to this Honble Court upon the above Said Complainants Effects Brought the Defendant and Injured Words for Both his Honour and Effects now Mortgaged to this Honble Court and therefore the Exception of this Honble Court Ought to take Effect on behalf of the Defendant and accordingly this Court Humbly Appeared that the Complainant was greatly indebted to the Defendant on the Same for which the Warrant of Correction was Issued before the twenty first day of December And the Defendant accordingly Answers that any Other Account respecting the Above Said of the Twenty first day of December was made any other payment of Cash to the account of Mortgage Interest towards Said the Defendant further saith that he made Oath to deliver up the Old Bond for the Reason that the Complainant had not performed the Promise at the time of delivering the Note of the Thirteenth day of December neither was the Above Bond given by the Complainant to him wherefore the Defendant further on Oath makes the Answer of the Complainant marked to the Answer of this Honble Court who Answers to have been withdrawn on the Complaint of the Complainants Promise and the Defendant further Says to have taken that no Answer the Defendant to the Bill to have taken advantage of

Errors &c

John Robinson
Chas Snowden
Mary for the Defendt

Dr. Jacobum Tom Boy Chitty Account with St. John Dyboniaire Cr.

1765			£	s	d			£	s	d
July	8	To Ballance due this day J.C. Brad	69	18	10	Augt	15	By Cash			100	
August	17	for Oil per Mer.t 1571/2 Measures @ 9 Measures 9 Pagoda	174	26	10	Sept.r	27	do			200	
							1	do			150	
Nov.r	12	Salvd 69 Pagodas @ 123 Augs	12	24			28	Cr. Mer.t Brad		50		
		Pag.s 174	86					Cr. Mer.t Oil		150	200	
			3	11				Carried forward			2	
			22	6			Nov.r 10	Carried for Oil			1	
								Interest		22		11
												693
							Nov.r 10	Salvd 100 Pagodas @ 20 Augs			1	
								200		7p.r	3	16
								150		7p.r	2	12
								20		25	1	12
												10 4
												791 4
								Ballance due Sept.r				18 4 1/2
												791 4
		Pagodas	202	2	22			Pagodas				791 4
Nov.r 10	Cr. Ballance due to Salvd from this Account		18	4	1/2		Reed the Contents of this Account					
							John Dyboniaire					

Read 8th Feb.
A.D. February 1766

The Replication of Jacobus Tamboy Chetty of Madras Merchant Complainant to the Answer of John Delamaire late of Bengal Merchant Defendant

This Replicant saving and reserving to himself all and all manner of benefit and advantage of exception to the manifold insufficiencies and uncertainties in the Defendants Answer for Replication thereunto saith that he doth abide by his Bill and Answer as the same are therein severally pleaded and this Answer to the said Bill is true and doth contain sufficient matter to be replied unto, And this Replicant for Replication to the Defendants Answer saith that he never did promise the Defendant to pay for half the amount of the Oil copper &c. in the Defendants Answer mentioned to be purchased by this Replicant nor did the Defendant desire he would be accountable for the half amount thereof to this Replicant answered he would take what goods he the Defendant had then ready to Measure but this Replicant saith that the Defendant at that time could get no Oil and this Replicant further saith that it was near three Months before the quantity of eight hundred and ten Measures amounting to ninety Pagodas could be collected from the different persons and whose hands the Oil was and this was not collected or could be procured and delivered to this Replicant excepting by the Defendants procuring Money particulars account of the different quantity and sums received whereunto annexed for the inspection of this Honble Court and this Replicant further saith that he never did receive any other quantity of Oil than is therein set forth nor did he this Replicant ever promise to stand accountable for or ever pay any sum or sums on account of any other person than himself. This Replicant saith that the Defendant on his Answer objects that Mr. Cazo by Power of Attorney

Replicant

[illegible] Court [illegible] the Defendants [illegible] Bill [illegible] hundred and [illegible] Pages [illegible] Pages [illegible] the Defendants [illegible] Pages [illegible] Pages [illegible] Pages

An Account of Collected from Sundry Persons by Subscription
Concerning the Discovery and Reward by them bestowed on Lady Betty Compton

Received from sundry Persons

1765		
March	From Pinkney	£25
May	From Colyear	117
Nov.	From Pinkney	15
		£160 Nineteen

Expended for Expedition Expended

Lord Algernon
the 12th November 1765

Sent Express

Received the 20th February 1766

The Reward
to the Exploration of Freeborn Lady Betty

The said Reward
Money and money to be paid and all manner of Benefit and Advantage
of Compton to the Husband or any Servant of the said Exploration for
Reward and that all Persons be and hereby are strictly enjoined
Reward to the said Exploration and Reward
Reward and Reward Reward Reward Reward Reward Reward
Reward Reward Reward Reward Reward Reward Reward
Reward Reward Reward Reward Reward Reward Reward
Reward

and Do Dare And good and the Defendant Ludgate for to the Replevant Do make oath
to be true Evidence on the Hundred was shewed and on the 4th Day of June Inst
the Summons was Served by the Replevant himself who served the Summons
of the Court Charges to the Defendants Debt which offered to give up the Mortgage
And the Defendant further says as to what Evidence may be on his Account
the reason is pursuant to the Orders And the Defendant further saith that he has
Some Evidence ready to the Custom of Merchants where a Promise should indeed
to pay Debt and Debt to please what Sums Remained under to the Credit
of the Bond or Bond and this is the Case of the Replevant and such Sums the
Defendant received from the Replevant he pleases to the Bond mentioned and to the
Credit of the Mortgage Debt and as the Replevant should receive the Debt upon Bond
and Debt Sums mentioned ahead Backed by Evidence Promise received
And the Defendant further saith that the Replevant Ought to have received
received only Eight Hundred and Ten Pounds of the Defendant on
four Instalments Four Hundred and Ten Pounds of the Defendant on
which last Instalment Four Hundred and Ten Pounds will Amount to One
Hundred and Ten Pounds Sterling for more or less in Dispute the
Defendant has no reason of Denying but the Defendant drops the same
as the Replevant rendered the Court Opinion to be removed by the Act till
attained of Execution passed and as plaintiffs Complainant was to be joined
as complain the Replevant thought he might as well to go to the whole as part
And the Defendant further saith the Replevant doth not refuse to take for the
Cloaths the former Prove And the Defendant Costly with that Damages
matter or thing set forth by the Replevant for the Replevant as aforesaid not
sufficiently answered and the same is very Common and insufficient for the
Defendant to make another further Answer thereto All which Premises
things the Defendant is ready and willing to verify wherefore prays Judgment
memes and for as the Court Ordered Adjudged and Decreed by Reason
and by the said Answer to the Declaration Pleaded — Answer Demurrer
& Plea for the Defendant

284

Interrogatories

Interrogatories to be administered by
the Complainant and on behalf of the Complainant
to Cornelius Crowley of Chilly in the County of Cavan Farmer
and to Patrick Reynolds of the same Farmer
Defendant

South West

1st Do you know the Parties Complainant and Defendant in the Cause of Yea, how long have you known them or either and which of them?

Cornelius Crowley
Patrick Reynolds
Chilly

2nd Do you know or do you not know of any Cow Cows or Calf being purchased by the Complainant from the Defendant at any time or times in the Year of Our Lord One Thousand seven hundred and Sixty four? If Yea what Cow Cows or Calf and how much paid or what Corn or Cows or Calves did he purchase for, and whether for ready money or on credit and what Security did or did not the Complainant give and what Security for the same?

3rd Did or did not the Complainant pay the Defendant any Sum or Sums of Money on Account of the said Cow Cows or Calf If Yea what Sum or Sums and at what time or times, and where, and in what particular Coin or Species did he pay them? Set forth fully your knowledge

4th Do you or do you not know of any Cow Cows or Calf being purchased by the Complainant from the Defendant at any time or times in the Year of Our Lord One Thousand seven hundred and Sixty four? If Yea what Cow Cows or Calf and how much paid or what Corn or Cows or Calves did he purchase for, and whether for ready money or on credit and what Security for the same? Did or did not the Complainant pay the Defendant any Sum or Sums of Money on Account of the said Cow Cows or Calf If Yea what Sum or Sums and at what time or times, and where, and in what particular Coin or Species did he pay them? Set forth fully your knowledge

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31st

Accept the same, if not why not, if prohibited how and Whom Accept the same
Did you or did you not Promise the Defendant if He, what Did He
Promise And the said Defendant did the same accept Hope or not
Person Refuse to do, did what Conference passed or what Reasons were there
by between you and the said Defendant Relative thereto with the Plaintiffs
Agreement between the Complainant and Defendant Relative thereto
Answer

Complainant Solicitor to the ..... Sworn at Lancaster
and
Lancaster the day of in the Year of our Lord on Account of the Defendant
you or did you not Encourage Him or from any other motive apprehend
Defendant and offer him any Sum of Money on Account of the Complainant
Sum at which Sum did you Accept and what Sum of Money did you offer
for what in particular did you so offer the same Did you or do you not
same Sum Pounds the Attorney up of any Person or Persons whomsoever
if Yea, what Sum or Sums or other Security Did you or Person by
Did not the Defendant Accept Bond Money or Offer and Tender upon the
said Deed or Bonds or other Security Did you or Person by
He refuse so to do, and what answer Did He make thereto Did you
you not or Encourage of the Defendant Answer Agreed to the Same
and offer him any money of Yea how much Money was such Person
did you or Offer the same Did He Accept the same with Reference
Person Refuse so to do, and what Answer did He give The Whole was
of these Matters and every Circumstance to this Honorable Court
Jurat and Lady Day

Eddlepah ..... Yea you or had you not any Dealings or Transactions
Complainant and Defendant or either with them and are you not
you not Indebted to the Defendant or any Sum of Money if Yea or what
and to what Amount or you so Indebted Did you or did you not pay the
Defendant

Do you know or believe that the Defendant Edward Bell sold the Estate of your Testator from any other Person or Persons? If Yes from whom, How and in what Manner did he or they become possessed thereof fully and particularly Declare

Do you know of any other Matter or Thing or have you heard or can you offer any thing touching the Matters in Question in this Cause that may tend to the benefit and advantage of the Complainant? If Yes, Declare the same as you know have been informed or do believe with the Reasons of your Knowledge and Belief fully and particularly as you had been thereunto particularly required

John Scott
Solicitor for Complainant

Harper's Court at
Hadsor Spectacle

Deposition of Witnesses taken in this Cause by and before the Examiners in Chancery at Hadsor

Commonwealth Pleas of Hadsor County ss. Be it remembered that on the 12th day of March 1866 personally appeared before me the Subscriber one of the Examiners in Chancery for the County aforesaid duly appointed by the Supreme Court of Hadsor aforesaid Thomas Brown Esquire a Witness produced on the part of the Complainant in the above cause and the Defendant not attending

Thomas Brown Esquire the Witness produced on the part of the Complainant in the above cause being duly sworn and affirmed to speak the Truth the whole Truth and nothing but the Truth in the Premises deposeth and saith as follows

Complainant

Complainant from the Defendant on the 11th day of [illegible] the Defendant
passed by fraud the Complainant [illegible] the amount of the note
purchase of the aforesaid note [illegible] Dollars and the
purchase was made by the Complainant in bad [illegible] the Defendant
was bound by the Complainant from the Defendant at the aforesaid time
of the [illegible] the Complainant was to the Defendant Covenant
to convey [illegible] the Complainant did not convey according to the Defendant
Non Payment of the above Purchase within One Month after the time
Purchase the Complainant paid to the Defendant at the Defendant's house
the Sum of two hundred Pagodas on Account of the same One Month after
the Complainant and Defendant settled Accounts at which time there
was a Balance in favor of the Defendant from the Complainant of Six
Hundred and Ninety One Pagodas and Eighteen Fanams including the
Interest which come to four Pagodas and odd Fanams the Complainant
Next time gave to the Defendant a Bond for the said Balance Stipulating
the Payable in two Months which Bond [illegible] two Months
were expired the Complainant paid to the Defendant One hundred Pagodas
after the expiration of the two Months the Complainant not paying the
Balance of the Bond the Defendant put the Complainant into Court
A Summons being issued from the Moonsiff Court to the Complainant for the
Appearance the Complainant went to the Defendant and paid him
further two hundred Pagodas at the same time the Defendant gave him
Complainant, further days order to prove for the discharging the remainder of his
Bond and made to his Attorney this Court day to stop further proceedings
on the Cause during that time before the following days of Order prove not
expired, the Defendant had a Warrant of Arrest issued against the
Complainant, and [illegible] him in person the Complainant [illegible] in
person and for the Defendant and said to him, I have got Two Hundred
and fifty Pagodas in Cash of Mony Mr. Swinge is entitled to the Same

D
Pagodas

hundred Pagodas go to him and demand the money in my name. The Deponent accordingly went to Mr Young, and made the said demand in the name of the Complainant Mr Young told this Deponent he had not the money by him, but that in one month he would pay two hundred Pagodas and gave his Note of Hand for three hundred Pagodas, which he delivered to this Deponent to give to the Complainant. This Deponent then by the Complainants desire, accompanied by one Tawadachellum Dubash went with the One hundred and fifty Pagodas in ready money and Mr Youngs Note of Hand for two hundred Pagodas to the Defendant who owed the Gandore. The Defendant then received from this Deponent the One hundred and fifty Pagodas in money and Mr Youngs Note of Hand for two hundred Pagodas and order'd by the Deponent to Mr Brooke his Attorney to declare the Complainant upon Oath. The Complainant being called from the Compound at the time of the fourth day of November 1761 to the Defendants house, and there Record with him, when there was a Ballance in favour of the Defendant from the Complainant of Forty one Pagodas eighteen fanams. Thirty Eight Pagodas of which the Complainant paid to the Defendant in money and three Pagodas which the Complainant had paid to the Defendant as correct Money in change the Sixty one Pagodas a Ballance Remain'd remaining eighteen fanams. The Defendant then told this Deponent to calculate the Interest due from the Complainant to Record which came to Ten Pagodas, Twenty two fanams the Defendant then made the Ballance in his favor from the Complainant Eleven Pagodas four fanams after this the Defendant demanded from the Complainant and this Deponent present the payment of seven Cacoe Nutt Vil which he the Complainant refused to pay. The Complainant then asked the Defendant what Sum there was? the Defendant answered to be One hundred and seventy two Pagodas. The Complainant replied I cannot tell how much in your Accounts and Dubash the Defendants Dubash being present said to the Defendant that he Col Mans had delivered only Nineteen Pagodas worth of Cacoe Nutt Vil to the Complainant being 380 Weight and the rate of seventy seven Pagodas the Complainant then gave the Defendant a fresh Bond for One hundred and one Pagodas four

fanams

Pray by the Attorney to stop further proceedings upon the Case for fifteen days which
Rule the Complainant debated to Mr. Bromley a Constable upon a Warrant
Granted upon Oath against the Complainant and the Complainant not able procure
Sureties Bromley Constable to Kelly and the Defendant went to the Complainant in
prison at which time the Complainant said to Constable Bromley you have got One
hundred and fifty Pagodas for me. Mr. Strong was also ordered to give security
for and discharge payment. Mr. Strong on the said demand being made to him
gave his Note of Hand for two hundred Pagodas which Note and the One hundred &
fifty Pagodas, the Complainant told Constable Bromley to take and go and pay the
Defendant the Defendant Constable Bromley and Constable Robert
accompanied Constable Bromley to the Defendants Garden where the Defendant paid
him Seventy and fifty Pagodas, and Mr. Strongs Note of Hand for two hundred
Pagodas from Constable Bromley and at the same time gave Receipts to Mr. Bromley
the Attorney to release the Complainant upon Bail. The Complainant was accordingly
released the next day about one month afterwards the Complainant went to the
Defendants house and called aside with the Defendant in the Defendants
presence, when a Dollar was applied in favor of the Defendant from the Complainant
of Forty one Pagodas eighteen fanams they brought Pagodas which the Complainant
paid to the Defendant in ready money and three Pagodas the Complainant told
the Defendant he had paid him as agreed upon for the purchasing of the Arrack
which made up Forty one Pagodas the Defendant then asked the Complainant
how the Complainant Could which come to four Pagodas twenty two fanams and the
eighteen fanams of the former Dollars made Eleven Pagodas four fanams to be
Allowing to the Defendant from the Complainant the Defendant then another
account demanded from the Complainant One hundred & twenty two Pagodas for
some rice that he had which he had lent from him. The Complainant told the
Defendant for what goods he had Some Small pay yet he had not come
to receive any. The Defendant asked the Complainant how much
what goods he Came Well he had delivered to the Complainant Answered
the Defendant the Complainant had received many Pagodas which he did
not like to give any more Pagodas. The Defendant then came to the pay-
present

2496

The Complainant and the Defendant then had some words together and afterwards the Complainant put the Defendant into Court where the Deponent stepped out, & then the two fought, and he saw Last Interrogatory

Richard Sutton

Examined

Master Court at

Madras pardon

Between Lucretia Lumley Chitty Complainant

and John Debenson Defendant

Upon Oath duly taken to Answer the Cause depending before the Examiner in the Said as followeth

Eastab Surya Narrain Rayaru Chetty of Madras Merchant aged 38 years or thereabouts being produced as a Witness in the Cause on the part of the Complainant was on the 24th day of March 1766 sworn at the Office of Mr Charles Dingley Attorney for the Defendant to Depose the Truth of the matters Contained in the said Bill and the Interrogatories on the part & behalf of the Complainant and the Defendant to the same being Examined Deposeth as followeth

To the first Interrogatory this Deponent saith he has known the Complainant 15 Years and the Defendant one year or thereabouts

To the second Interrogatory this Deponent saith he does know of the Complainant purchasing some Nadahan a different sorts of Grain Paddy and Lamp Oil Seeds from the Defendant in the months of February or March 1765 how much of each sort this Deponent knows not the amount of the said purchase or whether the Complainant bought the said Articles from the Defendant for ready Money or had them on Credit but that the Complainant some time after he had purchased the said Articles from the Defendant he gave him a Bond for Six hundred and nine Pagodas eight Fanams payable in Six months thereafter Interest & Damages before that Time which this Deponent sometimes the Complainant to the Defendants House when the Complainant was sent for by this Deponent the said Defendant Executed

the

the said Bond after the two months were out the Deponent knew that the Defendant had put the Complainant under Arrest and that a Warrant of Arrest would be issued from the Mayors Court against the Complainant on account of the Complainant not having Obeyed the Summons which had been before issued for the appearance of Deponent Then against went with the Complainant to the Defendants house where the Complainant served on the Defendant the said Summons for Pagodas, as the Complainant told this Deponent, he had delivered the Defendants Note to Mr Bromley and that Mr Bromley had promised not to proceed further in the Cause for fifteen days but within two days afterwards a Warrant of Arrest was issued against the Complainant and the Complainant was put into prison where this Deponent went to the Complainant and was desired by the Complainant to fetch Comaduk Poday to him — Comaduk Poday accordingly came to the Complainant and was Desired to tell him — the Complainant was to Comaduk Poday you have got One hundred and fifty Pagodas of mine, Mr Turing also owes me some money, where go and demand from him as my name Mr Turing on the said demand being made to him gave his note of Hand for two hundred Pagodas payable in one month, which Note of Hand he delivered to Comaduk Poday, to give to the Complainant — The Complainant then showed Comaduk Poday, to take the One hundred and fifty Pagodas, and Mr Turings Note of Hand for two hundred Pagodas, and pay them both to the Defendant Comaduk Poday, Venkatasha Chetty, Devendar Pullaw Purbuth, and this Deponent in company, thereupon went to the Defendants and two Pagodas which the

Defendant

Defendant received from Pusaloork Pollay the One hundred and fifty Pagodas
in the Mr Lemoyne's Note of hand for two hundred Pagodas The Defendant then
made a Note to Mr Bromley his Attorney to release the Complainant upon Bail
the next day the Complainant was released from Prison more this Deponent
deposeth he is not acquainted with the in answer to this the third and last
Interrogatory

Richard Latham

Examined

Mayor's Court Ad
Hadrazpatnam

Deposeth & saith to the Interrogatory by the Court & upon the Examination
of the Complainant

Collapoorah of Madras Old Man aged 50 Years a Hindoo being produced
with Oath in the Court in Behalf of the Complainant on the 28th day of March
1766 Attended the Office of Mr Charles Bromley Attorney for the Defendant by
Comprehends Defendant of the same Attorney power for the of the said Deponent
and afterwards on the same day being Sworn and Examined deposeth as
follows to

To the first Interrogatory this Deponent saith he has known the Complainant and
Defendant one year or thereabouts

To the fourth Interrogatory this Deponent saith he received from the Defendant above
Candy of Cocoanuts to make one hundred Measures of Oil four hundred and
twenty Measures of the said Oil as this Deponent delivered to the
Complainant by order of the Defendant Pedash Governor of Pondicherry
demanded from this Deponent the delivery of the rest of the Oil immediately
till paid This Deponent accordingly gave to the Defendant Pedash his
House Bill of Sale and security for the delivery of the rest of the Oil the
amount which Oil is fifty four Pagodas & three Fanoms which money
this Deponent still refuses to pay untaxed for six months and upon

this

Sept

In Admiralty

Richard Pattison

Commander

Interrogatories to be Administered [illegible]

Witnesses

1st

Interrogatories to be Administered [illegible]

Witnesses

accepted how far they were Complyed with on the part of the Complainant & the whole
your Answer touching the Matter particularly declared and set forth to the best of your
Knowledge Remembrance and belief

To all the Interrogatories ... Do you know or are you acquainted with any matter or thing touching
the Bill of Complaint in this Cause if so declare the same fully and particularly and
set forth the whole thereof

Chas Brownlow
Attorney for the Defendant

Hayes Court and
Hudson Gardiner

Between Isaac Lamb Lamb Esqr Complainant
and John Delmaire Defendant

Depositions of Witnesses taken in the Cause, by and before the Examiner
in their Court at Salisbury

Pursuant to Notice Dated 28th January last to both Parties
between the Cause on the part of the Defendant were on the 5th day of May 1766
Taken at the Office of Mr Chas Lyford Attorney for the Complainant by Examiner
who first took the Name Title and Place of abode of the said Deponent and
afterwards on the same day being sworn and examined deposeth as follows viz

A ... To the first Interrogatory this Deponent saith he has known Isaac Lamb Esqr the
Complainant and John Delmaire Defendant

B ... To the Second Interrogatory this Deponent saith he knows of Isaac Lamb Esqr the
Complainant and John Delmaire Defendant buying from John Delmaire some Cocoa Nut
Oil what quantity of Oil he does not remember but knows to the amount of three
hundred and forty nine Pounds to be paid for by them to Mr Delmaire or
order the said Isaac Lamb Esqr the Complainant have paid the whole of
this half (viz) Pounds

C ... To the third Interrogatory this Deponent saith he does know of the Defendant
and Complainant settling accounts on the 15th day of November 1765 at which

time

No 2

Cause Pendency appeared before me [illegible] by the Complainant
Counsel and sworn to and the Interrogatories annexed
whereof Captain Richard Lathom [illegible] was
on three Months Notice [illegible] at the same time paid Thirty Pagodas out
of the remaining Rupees and promised to pay the rest Three Months after date
not [illegible] yet more the Deponent departs not to [illegible] to the last Interrogatory

Richard Lathom

Examined

Madraspatnam

Between Captain Richard Lathom Complainant
and John Delamare Defendant

Depositions of Witnesses taken on the Cause by and before the Examiner on the
Part & behalf of the
Ramanjaloo of Madras [illegible] Age 42 Years or thereabouts being produced
as a Witness in the Cause on the part of the Defendant was duly Sworn
sworn at the Office of Mr. John Sykes Attorney for the Complainant [illegible]
before me at the Examiners Office and Place aforesaid the Said Deponent being produced on the
same day being Sworn & Examined deposeth as follows

1st ..... To the first Interrogatory the Deponent saith he has known Captain Richard Lathom
Thirty Years and [illegible] Delamare Seven Years

2d ..... To the Second Interrogatory the Deponent saith he has known Captain Richard Lathom
and Mr. Delamare Transacting Business for Each other and
about twenty Months ago Captain Lathom received Three Hundred Pagodas for the
Share of the Ship that Captain Lathom Thirty has not yet paid for her half more
the Deponent cannot depose in answer to this the Third Interrogatory

Richard Lathom

Examiner

Mayors Court
Kadras. [illegible]

Sunday the 27th day of May
Anno Domini 1766

Present

Mr. Pitt. Manville. Senior Alderman
Anthony Sadlier — Edward Monery &
Francis Fowkes — Aldermen

Witnesseth Sarah Sumbay Widdy
of Madras Merchant Complainant
John Johnson & Partner
Merchants Defendant

Whereupon to be heard and debated this day on the
presence of the Complt and of the Attorney on behalfe of the
Defendants Bill on this day exhibited against the Defendants Answer on
on Record and Exhibits on Record and the Replication on Record and the Rejoinder
The Interrogatories and Depositions on the part of the Complainant the Interrogatories
and Depositions on the part of the Defendant on hearing the pleadings and exhibits
of the the Attorneys Counsel on both sides Ordered that the Complt
Court doth Dismiss the Complaint as to the Defendant Mr Johnson
Decreed and Ordered that the Complt do pay unto the Defendants
Attorney or Counsel the sum of Fifty Pagodas for their Costs
and Charges in defending this Suit and that the Complt do pay
the Defendants the Costs of this Suit to be taxed by the Master
of this Court

Sworn before me this 2nd day of June Anno Domini 1766 the Defendant Mr Johnson
came in the Court and Swore to the truth of his Answer on Record and
Exhibits on Record and the Depositions on the part of the Defendant on Record
Sworn before me this 2nd day of June Anno Domini 1766 the Complt
came in the Court and Swore to the truth of his Bill of Complaint
and Exhibits on Record and the Depositions on the part of the Complt on Record
One Hundred Pagodas and Sixty five and half thereof the Defendants
Attorney or Counsel upon the Complts Bill on Record
Received and that the Costs be taxed by the Master of this Court

[illegible]

[illegible] the Warrant of Execution prayed for & the Decree by the Complainant
Defendant dated the fourteenth November One thousand Seven hundred and Sixty
seven remained upon by the Defendant Their Court doth therefore Hereby Order
and Decree and doth accordingly Order and Decree that the Original Decree
the eighth July One thousand Seven hundred and Sixty five given by the Com-
plainant to the Defendant shall be delivered up to the Complainant and the
Warrant of Execution issued against the Complainants Effects shall be suspended
but as the Complainant hath not set forth what Damages he have sustained by the
said not paying any Judgment thereof. But it is further Ordered and Decreed
that the Costs of Suit shall be paid by the Defendant

Hon'ble

Read and filed
15th April 1766

To the Honble the Mayors Court at Madrasapatnam

Humbly Complaineth

unto this Honble Court
Your Orator Tarkuma Chetty of Madras Inhabitant that Cupany Venatachellum of
the same place Inhabitant doth stand Indebted unto your Orator the Sum
Rs
Just Sum of twenty five Pagodas Current Money of Madras making in Sterling
Money of Great Britain, at the rate of Eight Shillings each Pagoda Five
pounds Ten Pence, as will more fully and at large Appear by a Book Debt
and Transfer thereof hereunto Annexed for the Inspection of this Honble Court which
was Assigned over by your Orator by Venatachellum Mudeliar of Madras
Inhabitant And your Orator prays may be taken as part of this your Orators
Bill of Complaint And your Orator further Sheweth unto this Honble Court
that he hath frequently used in an Amicable Manner required Payment
from the said Cupany Venatachellum of the said Sum of Twenty five Pagodas

But

Exhr 3

Endorsed Copy of Letter to the Hon^ble Court that the Said
Vapory Comander-in-Chief Humbly and willfully refuse to pay the Summs so Ingoyned
your Orders any Manner of Satisfaction touching the Premisses your Orator therefore
prays upon all due Such as to this Hon^ble Court shall appear agreable to Equity
and good Conscience

To the end therefore that the said Vapory Comander-in-Chief may
upon his Corporal Oath fully 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 Ordered by your Orders to pay unto your Orator the aforesaid Sum
of Twenty five Pounds with all such Interest as same is or shall hereafter become
due thereon as to this Hon^ble Court shall seem Meet

May it please this Hon^ble Court to Cause the said Vapory
Comander-in-Chief to be Summoned and Required by the Sheriff of Yorkshire County
Court of Westminster and the Patroels thereof personally to be and Appear before
this Hon^ble Court at the Return hereof to be by them Examined Upon and
Answer and to Abide by such Orders and Decrees
therein as to this Hon^ble Court shall seem Meet

John Lytle
Attorney for the Complainant

Westminster 5th August 1764

I Comander-in-Chief do hereby Acknowledge to have Borrowed and
Received from Comander-in-Chief Maddison the full and just Sum of Twenty five
Pounds Current Money of Maddison which I Promise to pay the Said Comander-in-
Chief Maddison or his Order at Home or Elsewhere Without Contradiction or Delay

Mayors Court at Fredrickpatnam

Tuesday the 3d day of June Anno Domini 1766

Present

Mr. Alex. Harkett Senior Alderman
John Debonaire — Anthony Sadler
Reynold Adam — Edward Gracey
James Gordon — Aldermen

Between James Johnson of Madras Lieutenant Complainant and Upony Executor dwelling the same place Lieutenant Defendant

Complaint by the Records of this Court that the Defendant hath been served with the usual Rule to Answer the Complainants Bill but will wilfully and obstinately refusing so to do this Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of twenty five Pagodas Pagodas 25 — — so together with the Interest as now due or shall hereafter become due thereon until full Payment is made at all Costs of this Suit

Ordered

Lot 6

Read Sept 2
Ans 4th June 1765

To the Honble the Mayor
Court of Aldermen

Humbly Complaining Sheweth unto this
Court your Orator Jon Porter Plaisterer of Norkitle Scotland by the
Misery Cor rupon Merard of Nelson Street Scotch Ville Queen Charlotte
Square Gentleman Sheweth unto this Honble Court that your Orator
by Capitl Contract Signed Sealed & Delivered bearing Date
the twenty fourth day of February in the Year of Our Lord One thousand
seven hundred and fifty Eight by which said Writing Obligatory
Francis Edwards by name of Francis Edwards Covenanted to pay your Orator
the Sum of One hundred & Seventy Pounds Sterling after the rate of
Fifteen Pounds for every Ton Register which amounted to Two hundred
Ninety Nine Pounds which Sum after the rate of Eight Shillings & Six Pence
amounted to the Sum of two hundred Pounds Sterling Money of Great Britain And Whereas your Orator hath properly fitted in a
workable manner agreable Payment

Nevertheless the said Francis Scotch Gentleman
Contriving & fraudulently intending to defraud your Orator of the
Said Sum of Two hundred Pounds Sterling Money of Great Britain
Refuses to pay your Orator the same or any part thereof
Therefore that the said John Porter may upon his Oath Gentleman
Perfect Answer make to all & singular the Premises and things herein before
Set forth & Alledged as fully & fully and Particularly to all Intents & Purposes
as if the same were here again repeated & interrogated & Answered unto
your Orator the Sum of Two hundred and Sixty Three Pounds with
Interest as may be Ordered by this Honble Court

Stop

Mayst please this Honble Court to cause the said John Francis Edwards to be Summoned and required by the Sheriff of Fort Saint George Towne of Madras person and his Pleasure 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 stand to and abide by such Order and Decree therein as to this Honble Court shall seem Meet

Chas Promby
Attorney for the Complainant

Read Filed
29th Septr 1760

The Answer of John Francis Edwards of Madras Gentleman Defendant to the Bill of Complaint of Don Andrew Blanco Fernandes of Manilla Merchant by his Attorney Esqr Gregorio Miguel of Madras Merchant Complainant

This defendant now and at all times hereafter saving and reserving to himself all and all manner of Benefit and Advantage of Exception to the many Errors Uncertainties and Insufficiencies in the said Bill contained for Answer thereunto or unto so much thereof as this Defendant is advised doth Materially concern him to make Answer unto He this Defendant Answereth & saith That he admits to be Indebted to the Complainant in the Sum of Eight Hundred Spanish Dollars as set forth in the Complainant Bill but this Defendant Objects entirely against the Power of Attorney given by the said Don Andrews Blanco to Mr Dunston Crawford and Don Joseph Valverde which is the same that the abovenamed Esqr Gregorio has produced in this Honble Court / as being invalid, and knowing what is Absolutely required to make the Same Lawful was Lawfully Executed it is not unto an Stamped Paper Secondly and must be attested by Publick and Thirdly it is not Authenticated by any one Le Spanish Notorious Act as per Book Abstract of Duties thereto

&c

are under no Stamps Paper and there is always some taken to supply Summons's
pack of these Causes are well & sufficient Security to that Court
And this Defendant further sayth of the above named
Power was also sett over, he therefore must yet Object against the payment of the Sum
demanded as this Defendants Attorney Don Luis de Luna has made himself
solely answerable for the said Debt which will more fully and at large appear
by a Paper Copy of the Allegations hereunto annexed for the Inspection of this Hon.
Court and to which this Defendant most humbly refers this Honble Court and
prays the same may be admitted as part of this Defendants Answer
And this Defendant further sayth he left Home to receive from
Sundry Persons to whom there Times the Amount of this Demand besides the said
Don Luis de Luna himself stands Indebted to this Defendant therefore this
Defendant hopes it is Conspicuous this Complainant having been well advised of these
particulars should have made his Demand on this Defendant and Attorney who is
on the spot
All which Matters and things this Defendant is ready
to Aver maintain and prove as this Honble Court shall direct and humbly prays to
be hence dismissed with his reasonable Costs and Charges in this behalf most wrongfully
sustained

James Hathaway
Attorney for the Defendant

Fort George 20th Sept 1765
Then being shown to me at the time of
Sd Summons was sworn to by the
Defendant before me

John Fraser Edwards

Chas. Russell
Asser

1654

Whereas Edward Rowland of the City of Bristoll is now ready to make a Voyage to the Coast of Guinea and there to trade with the Negroes in a Ship called the Constant Anna burthen about Two hundred Tunns or there abouts now riding at Anchor in the River of Bristoll whereof is Master under God for this present Voyage Thomas Hall and is bound for the Island of Barbadoes and such other Port or Ports in the West Indies as the Merchants shall think fitt to direct and appoint and whereas the said Edward Rowland hath taken up and received of and from Mr Thomas Speed Mr Robert Yeamans Mr Thomas Callowhill Mr Thomas Speed junior Mr Thomas Callowhill junior Mr Richard Vickris Mr Thomas Goldney Mr Thomas Stephens Mr Thomas Day Mr Thomas Callowhill the younger Mr Thomas Callowhill the younger Mr Thomas Callowhill the younger

for Replication Towards the Rebutter Delivered on the
Replication Bills Endorsed as here as Answer Thereto Objection
Replication and Rejoinder that the Objections taken by the Defendant
in her Answer respecting the power of Attorney given by the Replicant both Dated
Cancelled and Done Lapse Endorsed not being wrote on Stamp Paper are Groundless
Rebutter is merely frivolous and Cannot Avail the Replicant Since by
the Sponsorde Regulations with their Subsequent Repeal Bills &
of Attorneys and other Papers on Stampt Paper and that they frequently Lose
and Loose Writings on Paper that is not Stampt Particularly in the Instance
Stamps which at Home Rebutter often Purchase are Required by Statute to be
Defendants Bill to the said Replicant which on the Stamp Part the Defendant
Indorsed of the same being neither wrote on Stamp Paper Rebutter the said Replicant
Taken it for granted that a power of Attorney without Stamp Duties as they are not
Specially necessary to appear by which has been before Done and have the same Effect
shown Said Answer filed to the aforementioned Bill And the said Replicant further
saith that the said Writing of Power the said Replicant is Sufficiently Stamp
for a Number of Credentials Witnesses and much Cost will be Saved thereby for
the Defendant in the Payment of the Replicants Demand the Objection of the
Defendant the Replicant Pleasure is made entirely Upon Just the
Replicant would Beg Leave to Observe to this Honble Court that this Objection is
matter sufficient for the Defendant to have Answered appearing Served with
the first Summons from this Honble Court as appears within the Bill of
Complaint or the Person Prosecuting should be Summoned by Rule Dispensed by
this Rules of this Honble Court And the said Replicant further saith that the
Defendant Knows regarding his Attorney Don Louis de Lima and Employed
responsible for the said Debt and that to the Defendant had left Lima and has
to reason from Sunday Last more than Six months to the said Replicants
Answer to that that does appear very clear that Don Louis de Lima has not been
able to recover the Defendants Outstanding Debts for Most having been
Expired since the Entering into the said aforementioned Now the said Don
Louis de Lima in a Capacity to discharge the Defendants Said Bill Therefore

The Defendant John Travers Lewis the Principal Person who Signed the Bond for the Bail and ought that he should satisfy discharge the same to the said Lieutenant and the the Defendant ought to have done of his own Accord as the Condition of the said Bond demanded & due duty whereof

All which Matters and things the said Defendant is ready and will Aver to Verify as the Court shall direct and humbly prays as in and by his said Bill he hath already prayed

Chas Ryan Esq
Attorney for the Lieutenant

Read & Filed
2 December 1765

The Answer of John Travers Lewis
Defendant to the Replication of Thomas Edward
Hardwood Gent the Plaintiff in this Cause

This Defendant Answering saith that he admits all the Matters and things in the said Replication contained to be true

And this Defendant further answering saith that he hath always been ready and willing and is still ready and willing to perform and fulfill the Condition of the said Bond and every part thereof on his part to be performed and kept according to the true intent and meaning thereof and this Defendant further answering saith that he hath always been ready and willing and is still ready and willing to pay the Lieutenant Governor for the use of the Plaintiff the Money due upon the said Bond as soon as he the said Lieutenant Governor should have given him a proper Discharge for the same

All which Matters and things this Defendant is ready to aver and verify as this Court shall direct and humbly prays as in and by his said Bill he hath already prayed

Chas Ryan Esq
Attorney for the Defendant

The Defendant John Travers Lewis of Saint Lucia Esquire aforesaid for Answer to the Bill of Complaint of the said Thomas Edward Hardwood Esquire Lieutenant Governor of the Island of Saint Lucia and Commander in Chief of the Leeward Caribbee Islands in America saving to himself all manner of Benefit and Advantage of Exception to the many Errors and Insufficiencies in the said Replication contained doth Answer and Say that he the Defendant was Ordered by the Lieutenant Governor aforesaid to Sail with his Majesty's Ship Dolphin under the Command of Captain Hood to the Island of Martinique and there to receive on board the said Ship Dolphin such Troops as should be ordered to be brought from thence to the Island of Saint Lucia and to Land the said Troops at the Island of Saint Lucia aforesaid and this Defendant further answering saith that he did receive on board the said Ship Dolphin at the Island of Martinique aforesaid the Troops mentioned in the said Bill of Complaint and did Land the said Troops at the Island of Saint Lucia aforesaid and this Defendant further answering saith that he hath always been ready and willing and is still ready and willing to pay the Lieutenant Governor for the use of the Plaintiff the Money due upon the said Bond as soon as he the said Lieutenant Governor should have given him a proper Discharge for the same

All which Matters and things this Defendant is ready to aver and verify as this Court shall direct and humbly prays as in and by his said Bill he hath already prayed

Chas Ryan Esq
Attorney for the Defendant

And

to himself says Headworth that the Defendant at the time he signed the Writings as Deed & Power of Attorney Covenanted Together that and thereby as declared and

Witness
John Lynch
Mathew Lynch
Lorenzo Marcos
Jago Mouat

Interrogatories to be Administered towards Witnesses to be Produced Sworn and Examined in a certain Cause depending and at Issue in the Worshipful the Mayors Court at Madraspatnam Wherein Don Andres Blanco Fernandes of Manilla Merchant by his Attorney Caja Semporis Mayor of Madras Merchant is Complainant and John Lewis Howard of the Last mentioned Place is Defendant

Jeffery
Todd Esq.
Wilcoxson

1st Do you know or do you not know the parties Complainant and Defendant in the Suit of these Interrogatories named if for how long have you known them and which of them Declare

Wills

2d Do you know or do you not that there is Customary at Manilla for all Writings but are Obligatory to be on Stamp Paper and did you not ever Execute Writings such as Powers of Attorney &c on Paper that is on Stamp'd and would you or would you not pay Proper respect to such Writings as here would you act as what is most usually done at Manilla upon the Occasion And whether you have given Obligatory at Manilla upon Unstamp'd Paper Set forth the same together with the Custom amongst the Merchants and Inhabitants of Manilla to the best of your Knowledge Remembrance and Belief

Dallas

3d Do you Know or can you set forth any other matter or thing that may tend to the Advantage and Benefit of the Complainant by which you have not been Interrogated If you do set forth the same to the best of your Knowledge Remembrance and Belief And the Reason that induces you to seek your Relief

Chas Bromley
Attorney for the Complainant

Mayor's Court at
Madras Saturday

Between Thomas Pearce Complt
by his Attorney Wm Gregson Esqr
and James Edwards Defendt

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

John Sproul of Madras Merchant Aged 40 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant saith the 27th day of January 1760 shown at the Office of Mr Pearce Attorney Attorney for the Defendt by Compdt who left a note of the Name Title and Place of abode of the said Deponent and afterwards on the same day being sworn and Examined deposeth as followeth —

To the first Interrogatory this Deponent saith he has known the Complainant and the Defendt in Cause or thereabouts —

To the second Interrogatory this Deponent saith it is customary for Depon & others to Law suits petitions presented to the Governor and other Papers of great consequence at Madras to be wrote generally on Stamp Paper but for common Notes of hand or Allegations for money lent which is not agreeable to common Law Usage unstamped Paper This Deponent never had any occasion at Madras that he guess Bonds or Powers of Attorney but should have under no scruple of procuring unstamped Paper or Bonds or the other occasion had demanded and should have looked upon them equally obligatory as Bonds drawn out on Stamp Paper Except the Merchants and Generals Renters of Madras if they lend money to people they are a little dubious of they chose to have all their Writings Examination Stamp Paper but if it is to any of a fair character they would take his Allegations on common or unstamped Paper more than Deponent deposeth and to this Answer to the last Interrogatory —

Richard Pattison

John Sproul

Mayor's Court at
Madraspatanam

Between Don Andres Blanco Commander of
Manilla by his Attorney Luis Gregorio Magnet
is Complainant and John Francis Edwards
Defendant

Deposition of Witness taken in this Cause, duly sworn before the Examiner
in this Court as followeth

Mathew Lynch of Madras Merchant Aged 52 Years or thereabouts being
produced as Witness in this Cause on the part of the Complainant was on the 27th day
of January 1766 sworn at the Office of Mr. Lewis Mathews Attorney for the
Defendant by Compack who left a note of the name Fellows Place of Abode of the
said Deponent to be sworn this same day being duly sworn Examined deposeth
as followeth

1st ..... To the first Interrogatory this Deponent saith he has known the Complainant and the
Defendant 12 Years or thereabouts

2d ..... To the second Interrogatory this Deponent saith, it has been the custom ever since
Government has been here at Madras, to have those Bonds entered upon stamp Paper, but
that in concerns between private Merchants it is not always usual but at the direction
of the Parties concerned This Deponent has had concerns at Manilla in which
he has both given and received Bonds or Obligations on unstamped Paper and the
Merchants and private people there frequently do the same more this
Deponent deposeth not to this or to the last Interrogatory

Richar Sallom
Examiner

Mathew Lynch

Mayor's Court at
Madraspatanam

Between Don Andres Blanco Commander of
Manilla by his Attorney Luis Gregorio Magnet
is Complainant and John Francis Edward
Defendant

Deposition of Witness taken in this Cause, duly sworn before the Examiner

No.

Mayor's Court
Madras

Between [illegible] Complainant
by his Attorney Mr. Gregory Kingsbury
and John Thomas Edwards Defendant

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

John Thomas Edwards of Madras Merchant aged 28 Years or thereabouts being produced sworn & Examined on the part of the Complainant saveth the 17th day of January 1766 deposeth & saith that he knows Anthony Kingsbury Attorney for the Defendant by Corps who left a Bank of the Honble Court & Power of Attorney with the said Deponent and afterwards on the same day being Examined Cross & Re-examined deposeth as follows viz.

To the first Interrogatory this Deponent saith he has known the Complainant 16 Years, and the Defendant 20 Years or thereabouts

To the second Interrogatory this Deponent saith he has seen Books of Accounts to have Papers that are Obligations drawn out on Stamp Paper but believes Merchants of Credit there, they commonly give and Receive Bonds or Obligations on unstamped Paper This Deponent has seen the books of Messrs Kirk more than twenty years ago Both given and received their Bonds on common or unstamped Paper more this Deponent deposeth not to this or to the last Interrogatory

Richard Latham

Examined

Mayor's Court
Madras

Between [illegible] Complainant
by his Attorney Mr. Gregory Kingsbury
and John Thomas Edwards Defendant

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

Isac Hervish of Madras Merchant aged 28 Years or thereabouts being produced
and Witness in the Cause on the part of the Complainant was on the 17th day of January
1766 sworn at the Office of Mr. James Cathanay Attorney for the Defendant by

Gregory

Mayor's Court
Madras, 3rd Sept.

Tuesday the 3 day of June
Anno Domini 1766

Present

Mr. Peter Harrett, Senior Alderman
John Dobree — Anthony Sadlier
Reynold Alcock — Edward Monye &
Francis Fowkes — Aldermen

Between Don Sebastian Blanco
Commander of the Manilla Merchant by his
Attorney in fact Joseph Mayor of Madras
Merchant Complainant & Mr. Edward
Monye of Madras Merchant Defendant

Mr

Mss Allott 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, on the 2 Exhibits of the Complainant and Defendant, the Replication, the Rejoinder, the Interrogatories and Depositions on the Part of the Complainant, on hearing the Pleadings mentioned to be by the Attorneys and on the Consideration had thereon. It appearing to the Court that the Letter of Attorney is of sufficient Validity, and the Defendant having acknowledged the Justice of the Complainants Demand, This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of Eight Hundred Spanish Dollars, together with such Interest according to the Custom at Madras as now is or shall hereafter become due, also all Costs of this Suit

Decr

Read Oct 1st
1st Feby 1766

To the Honble the Mayors Court
at Madraspatnam

Humbly Complaining Sheweth unto the Honble Court
Your Orator Nundiah of Madras Merchant That Juan De Fonseca of the same place
Writer Hath Stand Indebted unto Your Orator in the full and Just Sum of Forty
Six Pagodas Current Money of Madras making in Sterling Money of Great Britain
at the Rate of Eight Shillings each Pagoda the Sum of Fourteen Pounds and Eight
Shillings for Forty two Reams of Paper by your Orator Sold and Delivered to the said
Juan De Fonseca And Your Orator further Sheweth unto this Honble Court that
He hath frequently and in an Amicable Manner Requested payment from the said
Juan De Fonseca of the said Sum of Forty six Pagodas
But now so it is may it please this Honble Court that the
said Juan De Fonseca Obstinately and Wilfully Refuses to pay the same or to give
your

your Orator Any Manner of Oath soeuer touching the premisses your Orator therein praying aforesaid Relief such as to this Honble Court shall Appear Agreeable to Equity and good Conscience

To the End therefore that the said Lucas de Fonseca 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 Six Pagodas with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it please the Honble Court to Grant the said Lucas De Fonseca to be Summoned and Required by the Sheriff of Yorkshire to be and Appear before the Worshipfull Mayor and Recorder of Madrespatnam and the Worshipfull Aldermen 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 Stand to and abide by such Order and Decree therein as to this Honble Court shall seem Meet

Thos Bell Solr

Between the Days of

Hilary Term

in the

12th Year

of

His Majesty's Reign

Filed

11th February 1766

John Sykes

Attorney for the Complainant

The Answer of Lucas De Fonseca late an Inhabitant of Bengall but now residing at Madras Defendant to the Bill of Complaint of Hamiah late of Madras Merchant Complainant

This Defendant now and at all times hereafter saving and reserving to himself all and all manner of Benefit and Advantage of Exception to the many Errors uncertainties imperfections and insufficiencies in the Complainants said Bill contained for Answer thereunto or unto so much thereof as this Defendant is Advised doth

Wednesday

Materially concerns him to make Answer unto the Bill and Amended Bill
as the Said Defendant is Advised by Counsel to Insist upon the Forgoing Answer for the Sum
of Thirty Two Pagoras, now Set forth by him in his Bill of Complaint as in any other
Sum or Sums of Money whatsoever, but to Submit to the Mercy of this Defendant
Case this Defendant Begs Attention of this Honble Court to the following Subsequent
Narrative, That on or about the Seventy Sixth day of January in the Year of
Our Lord One Thousand Seven Hundred and Sixty Six on the forenoon of the day the
Defendant went to the House of one Lawrence Cockburn, where he this Defendant and
the Complainant with Some Papers but Cannot in Conscience ascertain the Exact
Quantity thereof when this Defendant asked the Complainant what was the Price
of every Piece of Paper, who said Answers Rupees twenty three Pieces, this
Defendant then Demanded, how Pieces to the Papers, but who did not Concert
or Agree with the Price offered by this Defendant, as aforesaid when this Defendant
immediately left talking with the Complainant and was looking after his Mercantile
Affairs which were lodged in the House of the Said Lawrence Cockburn, which took
this Defendant up to Twelve o'Clock or thereabout when he this Defendant
left his Business to go home to Dinner Asked the Complainant if he
would let him have the Papers at the Price before Asked or Offered, by this
Defendant who Answered he will, this Defendant then Replyed to the Complainant
that if he would Come down to this Defendants House he would then let him
know his resolution, whether he this Defendant will take it or not this
Defendant after he got home Asked his Brothers Opinion Concerning the
Purchase thereof, who advised this Defendant not to take it or will not
fetch the price of Rupees at Bengall the place where this Defendant
intended to Sell it there, this Defendant then sending his Servant to
with that of his Brother Requested of the Complainant, who came to this
Defendant by Letter on the Evening of the same day to take his Paper away
where he left them which were at the House of the said Lawrence Cockburn, to
whom this Defendant wrote a Note, desiring him to deliver the Paper up to the
Complainant as he this Defendant had not occasion for them as he Bought for

the

My Lord Chief Justice Lawrence Certainly delivered the Paper the Complainant
left there, who replied he thought he had immediately without Making any further demand
on the Defendant (whereby the Defendant Might have gone Into Court to
the Contrary) contrary to Reason Brought a Bill of Complaint in this Honble Court
against the Defendant from proceeding on the Voyage to Bengall for which he is
Ready prepared

The Defendant further saith, that had he Lawfully Contracted
with the Complainant to purchase the said paper, he would have at least granted
him a Receipt or two Counterparts for them, which neither he or the Defendant became
Entitled to, but the Defendant only promised to Settle the price and to have Reference
to the said paper and to Return them back to the Complainant, So the Defendant
presumes no Action lies on the Defendant for the Money Sworn, because such
Promise does not Amount to a Contract of long continuance than a Bare or Naked
Promise made by the Defendant If any of the Letters may be proved by the Com-
plainant and which the Defendant Expects may be the same to the Opinion of this
Honble Court as well as that if any thing had been given by the Defendant to the
Complainant on Consideration of such Promise would but to the Value of Guineas
It shall by Law be deemed a good Contract and Consequently Binding the Parties but
not otherwise

The Defendant further says how to Demurr this Honble Court
that the whole Transaction between the Complainant and the Defendant was but
twelve Hours Old from the Beginning to the End being the day the Bill of Complaint
was filed against the Defendant and Lays the above Circumstance into the
Superior Consideration of this Honble Court, whose Wisdom and Discretion is the
Power for the Defendant most Humbly to Implore

All which Matters and things the Defendant is Ready to aver
justify for Wherefore and Prays as this Honble Court shall direct and humbly
Prays to be hence Dismissed with the Reasonable Cost and Charges in this behalf
most Wrongfully Sustained

James Macdonnell
Attorney for the Defendant

Malorie Ally Lawrence Lum, to make Answer unto the Bill of Complaint of the
said Plaintiff Malorie Ally Lawrence to him exhibited, unto the Complainant the Sum
of Thirty Nine Pagodas, was offered by him to the Ally Complainant in another
Sum or Sums of Money whatsoever, but to Maintain the Truth of this Defendants
Case, This Defendant Begs Leave to Refer to the Schedule hereto annexed
Marked A. and for Answer to the Bill of Complaint of the said Plaintiff
Malorie Ally Lawrence Lum, This Defendant Answering Says, That on or about the Twenty first day of June last past that is to say in the Year of our Lord One Thousand Seven Hundred and Sixty Six, in the forenoon of the day this Defendant went to the House of one Lawrence Constantine, where he the Defendant met the Complainant with the Said Papers but Cannot for Certain Say or Set down the Real Quantity thereof when this Defendant asked the Complainant what was the Price of every Piece of Paper, who made Answer a Rupee for every Piece, this Defendant then demanded Five Pieces of the Rupee, but as he did not Concur or Agree with the Price offered by this Defendant, as aforesaid when this Defendant immediately left him being with the Complainant, and was looking after his Mercantile Affairs which were Lodged in the House of the said Lawrence Constantine, which took this Defendant up till Twelve o'Clock or thereabout, when he this Defendant left his Business but on his going home to Dinner Asked the Complainant if he would Let him have the Papers at the Price before Asked or Offered by this Defendant who Said he will, this Defendant then Replyed to the Complainant that if he would Come down to this Defendants House he would then Let him Know his intention, whether he this Defendant will take it or not, this Defendant after he got home Asked his Brothers Opinion Concerning the Purchase thereof, who advised this Defendant not to take it, and on that to fetch the Same Out of the House at Bengall the place where this Defendant intended to Sell it thence this Defendant then pondering his Opinion between with that of his Brother Aforesaid of the Complainant, who came to this Defendants Lodgings on the Morning of the same day to take the Paper away whom he left there which was at the House of the said Lawrence Constantine, to whom this Defendant made a Call, desiring him to deliver the Paper up to the Complainant as he this Defendant had not Occasion for them on the Receipt of

the

Mr. Said Child for the said Lawrence Cockburne delivered the Paper the Complainant
left them, who refused to accept it but immediately without Making any further demands
on the Defendant (whereby the Defendant Might have given him some Reasons to
the Contrary) and Imediately Exhibited a Bill of Complaint in this Honble Court
against the Defendant from proceeding on his Voyage to Bengall for which he is
Ready prepared

The Defendant further saith, that had the Complainant
made the Complainant to purchase the said paper, he would have at least granted
him a Receipt or raw Counted for them; which would then in all Equity become a
Purchase, but the Defendant only promised to Allow the price, and take a Reference
if he had occasion first to Return them back to the Complainant, & the Defendant
Presumes no Action lies on the Defendant for the Recovery thereof, because such
Promise does not Amount to a Contract, it being nomore than a Bare or Naked
Promise made by the Defendant, Any of the Circumstances may be proved by the Com-
plainant and which the Defendant Hopes it may be the same to the Opinion of this
Honble Court, as well as that if any thing had been given by the Defendant to the
Complainant on Consideration of such Promise would but to the Value of a Pennie
to shall by Law be Deemed a Good Contract and Consequently Lies the Parties but
not otherwise —

The Defendant further Craves Leave to Represent this Honble Court
that the whole Transaction between the Complainant and the Defendant was but
Twelve Hours Old from the Beginning to the End being the day the Bill of Complaint
was filed against the Defendant who Urges the above Circumstances with the
Impartial Consideration of this Honble Court, to Hear and Determine to the
Power for the Defendant most Humbly Implores —

All which Matters and things the Defendant is Ready to aver
justify for Maintenance and Prays as this Honble Court shall Award and humbly
Prays to be hence Dismissed with his Reasonable Cost and Charges on this behalf
most Wrongfully Sustained —

James McMurray
Attorney for the Defendant

1772

Folha
11ª Setembro 1766

des, Pedio ao queixoso que vos pella abaixo se Mandou dar que tomasse os seus Papeis aquel elle devia em caza de dito Lourenço Coutinho, aquem elle defendante tem direito bem Claro em razaõ de entregar os ditos Papeis ao Queixoso que devem em sua Caza em vista do Recibamento de meu Cliente a dito Lourenço Coutinho entregou os ditos Papeis do Queixoso que em Vigor ao dito Despacho Mas elle defendante Provou que Nenhuma Ordem ella sobre ello para Recebimento delles por taes Promessas não Comprado que he hum Contrato e he comum hum Rio Pomeja que aquisoque pode ate Apparar, e Mesmo este defendante tem a esperança deste Honoravel Corte a fim como aquella que este defendante tem dado ao Queixoso em Consideração Seja hum fundo a Valia dos ditos Papeis sua por Soy Direito por hum bom Contracto Consequentemente dirigir as Partes não de outra sorte

Este Defendante pede a Licença de fazer saber a este Honoravel Corte de como Hoje Sessaçaõ entre o Queixoso e Defendante foy Somente ate Hoje hora de tempo de Principio ate agora, que he ditta que o Queixoso Pertenssa contra este Defendante, qual Circumstancia na Imparcial Consideração deste Honoravel Corte Muy bem claramente Mostrara a Justiçaõ da sua queixa Pedio se Mandasse citar este Defendante este Juiz Justificar Mandasse e Passar como este Honoravel Corte se hade Mercê Mandar, e Mesmo Papel de seguro atacarde sua duvida com custas segonando Gastos que de dita parte

Pagou

Fort St George the 1st February 1766

Entered by Jon Mr. Holdsworth

Mayor

L D Innes

1844

A.D. Sykes
Wm Kendall &c &c

Ans. Replication &c thereto

Replication of Thomas Constantine
Indian Servant & Complainant to the Answer of
Lewis D. Tenora late of Florence Plan. Defdt
Defendant

Wm. Replication

This Repliant now and at all times hereafter saving to
Himself all and all manner of Benefit and Advantage of Exception
for many Errors Uncertainties Insufficiencies and Imperfections in
the said Answer Contained for Replication thereunto saith that all and Singular
the Matters and things in and by the said Bill of Complaint alledged and
good Certain true and sufficient in the Law to be Answered unto in such
manner and form as the same are therein and thereby set forth and alledged and
that the Answer of the Defendant is very Untrue and Insufficient
for this Repliant that the said Defendant Did on or about the Twenty sixth
day of January in the present Year One thousand Eight hundred and forty six
in the forenoon of the Day the Defendant went or came into this Repliants Store
of Cove Georgia Combertine to which Store this Repliant went and Carried
some Paper at the Request of the said Lewis Constantine Indian Trader
Came to Ramah and told this Repliant that he Lewis Wanted the said Lewis
Constantine wanted to Buy a Quantity of Paper and desired this Repliant
to Carry a Pattern or Sheet of it to show to the said Lewis Constantine what
this Repliant did to the Quantity of five Reams and no more, whereupon
Lewis a Quantity that is Two Reams was accordingly Carried to the
the Defendant Lewis Boffly and Counted to Wards that he could not
Convince Lewis Constantine that Quantity thereof But he pressed this Repliant
Lewis the said Lewis Constantine demanded by this Repliant the Price of
every Ream of the said Paper and not of every Quire and this Repliant
told him that it was Eight Rupees a Ream and the said Lewis Constantine

Refused

107

Rule Filed
8 April 1766

The Replication of Thos Dickinson
Master Coachman & Servant to the Plaintiff
of Counsel with the same plaintiff

The said Defendant now comes & saith that he
ought not to be barred from having his aforesaid Action
against the Plaintiff because he saith that the Plaintiff
of his own wrong without the cause by the Defendant
in that behalf alleged assaulted & beat the Defendant
& gave him the Defendant divers other wrongs to him
did which are the same trespasses in the Defendants
Declaration mentioned & this he is ready to verify
wherefore he prays Judgment & his Damages by him
sustained by reason of the premises to be adjudged
to him &c

Replication

Complained unto this Honble Court

Whereby Wallace and Mungo the Defendant is ready and willing to Verify maintain and Prove as most Manner and form as this Honble Court shall direct and humbly Prays as in and by his said Answer Reference thereunto

James Galloway
Attorney for the Defendant

Declaration

Lucas De Fonseca (Gentleman) do hereby declare and am ready to prove the manner Oath That I was at Home on the twenty Sixth of January One thousand seven hundred and Sixty Six, when Senhor Lucas De Fonseca came to Dyetown and among some Paper on my Hand as Customer of his to be sold, to which I answered him Yes, And I belongs to one Nemiah a Merchant [illegible] was present when the said Senhor Lucas De Fonseca, asked the said Nemiah the price of the said Paper He Answered three Pence for a Paper, And the said Senhor Lucas De Fonseca asked for Two, Whilst they both were bargaining I asked the said Nemiah what Paper it was he Answered English And the said Senhor Lucas De Fonseca said it don't appear to me to be French or Dutch, to which Nemiah said he would bring the whole Bale to look at and the said Senhor Lucas De Fonseca asked him when he would bring it he said that he would bring the same morning about four o'Clock, And I asked why he could not bring it directly who without giving any Answer brought the said Bale, in the meantime the said Senhor Lucas De Fonseca was marking his Money [illegible] and when he was going home to dinner the said Nemiah asked him whether he could take the Paper or not who told him he was to [illegible] at four o'Clock in the Evening and if he liked it he would take it And pay him the money Wherever he may carry the Paper away the said Nemiah went at four o'Clock the same morning to the House of the said Senhor Lucas De Fonseca to have recovering the said Paper when Senhor Lucas De Fonseca would not have

1830

And delivered to the said Lourenco who brought the said Note into Court to be
the Paper to the truth whereof I have signed before the Undermentioned Witness
in Madras this ninth day of February One thousand eight hundred and thirty

Lourenco Constantino

2 Witnesses

Anthony Sanderson Ward

Pedro D'Costa

Note Translated as near as can be taken from the Original Portuguese Language
by Andrew Peter Lewis Interpreter

James Rathbowry
Attorney for the Defendant

Interrogatories to be Administered by
Witness on behalf of Complainant and Answered on the
Part and behalf of the Complainants Cause between
Lourenco Complainant and Luiz Defendant

1st To the Witness } A.
Produced by ..... } Q. Do you know the Parties Complainant and Defendant in the
Cause? If Yes how long have you known them or either and which of them? Before
Q.
Produced by ..... } A. Do you or was you not Purser to One Gabriel the Commander and
Lourenco Constantino the Supra Cargo of the Ship on board the Ship Constance as
Passenger to Madras in or about the Month of January One thousand eight
hundred & Sixty two? If Yes, was or was not Any Conversation had between you and the Com
plainant at Any time or times on or about the said Month of January at the Time
of the said Lourenco Constantino about some Papers? If yes did the Complainant
such Conversation and when and at what Place or Places or thereabouts Conversation
was had? Did or did not the said Lourenco Constantino desire the Deponent to
Purchase Any Paper of the Complainant? If yes what Paper was it and
what for

what Quantity and when and where did How Come Thereunto? Did or Did not the Defendant Purchase or Contract with the Complainant for any Paper? If Yea, what Quantity and of what Sort, and for what Price and when and where Did He so Purchase or Contract with the Complainant for the same, and what in Particular Passed or was said on that Occasion relative thereto? Did or did not the Defendant give the Complainant Any Orders or Directions about the Delivery of the said Paper? If Yea, what Were such Orders or Directions Did or did not the Complainant Comply therewith, and Did He or Did He not deliver such Paper Accordingly? Did or did not the Defendant Order you to Undue the Bail in which the said Paper was Packed and Covered? If Yea, when and where did How Ever Order you to Undue and Count the same? and what Quantity of Paper did you find therein? Did you or did you not Represent the Defendant with the Quantity of Paper You found therein? And Contained? If Yea, what did Passing what Orders did He give about it or what was Afterwards done therewith or what became of the said Paper? Did or did not the Defendant Pay the Complainant for the said Paper, If not, Did How or Did He not Promise to Pay him for the same, If Yea when and where did He make such Promise? Did or Did not the Complainant go to the Defendants House in Pursuance of the Defendants Orders on Account of the Money for the said Paper? If Yea, Did How or Did He not Pay the same If not what Answer Did He give thereto and what was done in Consequence thereof then or at any other time or times afterwards? Did or did not the Defendant give the Complainant a Bill to Carry to the said Lorenzo Constantine? If Yea what Did He say to him at the time He gave the Complainant such Bill? Did or Did not the Defendant Carry the said Bill to the said Lorenzo Constantine? If Yea, what Did the said Lorenzo Constantine say to him about the said Paper or what Conversation was Had between them on that Occasion relative thereto and what was Afterwards done in Consequence thereof? The whole of these Matters, together with Every Circumstance relative thereto, According to the best of Your Knowledge Remembrance and belief fully and Particularly Declare.

Maria Pow[illegible] Did you or Did you not at any time or about the Month of January or February Last Come and Stay with the Complainant at the Defendants House? If Yea, upon what Occasion and for what Term or upon what Account did you So? Complainant go there? Did or Did not the Com-

plainant

Complainants Master Being Sworn & the Defendant Affirmed Deposeth
& Saith as Follows Viz^t The Defendant gave Bonds & Warrants for Master
According to the best of your Complainants Remembrance and Belief Saith
Further

Qu^t 1st Do you Know of Any other Matter or Things to Move you Here to Rely
& Saith Any Thing touching the Matters in Question in this Cause But may Look
to the Bill & Answer of the Complainant & Yes Before Answer as you
Know have been Informed or do believe together with the Answer which Yes
Knowledge and Belief as fully as if You had been Present & Orderly
Interrogated.

Tolson Sykes
Attorney for the Complainant

Mayor's Court
Madras 1st Division

Between Ramiah Complainant
& Luis De Souza Defendant

Deposition of Witnesses taken in the Cause by and before the Examiner in
the Court as follows Viz^t

Cannelly of Madras Pedlar Aged 30 Years Witness duly Sworn & Examined
in the Cause on the part of the Complainant on the 11th day of May 1780 at
the Office of Mr. Tolson Sykes Attorney for the Defendant & Cross Examined
and of the Name Title and Place of Abode of the Deponent and Signed
on the same day Being Sworn and Examined Upon the Interrogatories
&c.

1st ..... To the first Interrogatory this Deponent saith he has known the Complainant 18
Years and the Defendant 2 Months or Thereabouts

2d ..... To the second Interrogatory this Deponent saith he was Detained (Com-
mander) by Louis De Souza during the Siege Carried a Rebell on which the Defendant
came as a Passenger to Madras or thereabout the Month of January 1780 and there
about he came Round to the Complainant & came to the House of the Defendant
Constantly the Deponent and the Complainant rode about the same for 2 Hrs

Complainants

1832

Complainants Attorney Prays a Dedimus Potestatem to issue to Edward Thomas Esq.r and Lewis Dr. Fonseca Esq.r Defendants Attorney to be at the Office of Messrs. Lane & Lane Attorneys at Law Fetter Lane on Tuesday the 1st day of May next at Ten of the Clock in the Forenoon of the same day to take the Examination of Witnesses on the part of the Complainant in the Cause depending in this Court between Samuel Marsden Complainant and Lewis Da Fonseca Defendant

Interrogatories to be administered to the Witnesses to be produced sworn and Examined in the Cause depending in this Court between Samuel Marsden Complainant and Lewis Da Fonseca Defendant on the part and behalf of the Complainant

1st Interrogatory Do you know or believe the Complainant and Defendant in this Cause or either and which of them and how long

2nd Interrogatory Do you know of any other Matter or Thing or have you been or are you aware of any Thing touching the Matters in Question in this Cause likely to be to the benefit or Advantage of the Complainant If yes Declare therein as you know have been informed or believe to be true and the Reasons and Causes thereof and how and by what means and in what manner

Solicitors for the Complainant

Dedimus Potestatem

Samuel Marsden Complainant

and Lewis Da Fonseca Defendant

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

Caroline Wife of Mathias Corbett Aged 20 Years or thereabouts being produced and sworn in this Cause on the part of the Complainant was on the 1st day of May 1832 at the Office of Messrs. Lane Attorneys Attorney for the Defendant by Joseph Chitty and Son of the Inner Temple Esq.r Barrister at Law duly Commissioned and Appointed to take the Examination of Witnesses in this Cause and on the same day being sworn and Examined Upon the said Fourth

To the 1st Interrogatory the Deponent saith She has known the Complainant 10 Years and the Defendant 4 Months or thereabouts

To the 2nd Interrogatory this Deponent saith She knows Richard Gabriel Commander and Lorenzo Constantine the Captain Cargo of a Ship in which the Defendant came as a Passenger to Malta in about the month of January 1826 and that in about the same Month the Complainant came to the Town of the said Lorenzo Constantine this Deponent saith She Complainant and Defendant lived in the same

Complainants

Complainant said Thomas left a Packet of Paper here with Lawrence Constantine. The said Lawrence Constantine did deliver the Defendant them there to bring the Paper which the Complainant had brought the master to Law which were Cyan Paper of the size of Foolscap exactly bundle the whole containing to One hundred and twenty Eight Papers the Defendant accordingly did at that time being last January, purchase from the Complainant the said Paper as soon as the Price was agreed on the Defendant did the Complainant to bring it immediately which the Complainant did and delivered to the Defendant when the Paper was brought the Defendant desired this Deponent to tell one of the Bundles and count the Number of Sheets contained therein, and which bundle this Deponent reckoned 128 Sheets the same number of Sheets were contained in the rest of the bundles as the Complainant told the Defendant, but they were not counted afterwards the Defendant sent this Deponent to enquire the prices of Papers and told the Complainant to come at four o'Clock in the afternoon to his the Defendants house and he would pay them. Two or three days afterward the Complainant came with a Bill from the Defendant to Lawrence Constantine after reading of it Lawrence Constantine told the Complainant the Defendant had made him he did not want the Paper and that the Complainant might take it away again which the Complainant did he would not do so but the Defendant into Court. more this Deponent deposeth not to this or to the last Interrogatory.

Richard Latham

Examined

Mayors Court &c. Between Noah ... Complainant
Madox Partners ... and Lazar Devaynes ... Defendant

Depositions of Witnesses taken on the Part and before the Commissioners for the Court as followeth.

Robert Matthews Jun Aged 20 Years a Journeyman Dying produced as a Witness on the Part of the Complainant sworn the 14th day of May 1756 before me at the Office of Mr Jno Madox Attorney for the Defendant & Compared who left out the Name Latham and Turn'd above of the said Deponent and afterwards

A. ... afterwards on the same day being sworn and Examined deposeth & saith

To the first Interrogatory this Deponent saith, he doth know the Complainant & was
and the Defendant 4 Months or thereabouts

Q. 2 ... To the third Interrogatory this Deponent saith, he did on or about the month of January
1766 go with the Complainant to the Defendants house, where the Complainant in the
presence demanded from the Defendant some money due to him the Defendant an-
swered he which demand, bid the Complainant to come the next day and he would pay
him - more this Deponent deposeth not to this or to the last Interrogatory

Richard Latham

Examiner

Senhor

Por Noticia que tenho Achado não Mesecha Conveniente
Comprar os Papeis por que he de Sciencia ao Seu qual Seja Servido de Palsar ao
Portador deste que eu mo Dese.

Deos
Muy Obidiente Servo
L. D'Fonseca

26 de Janeiro 1766

January the 26th 1766

A Translate of a Letter to Senhor Lourenco Constantino

Sir

By information I have had, I must consequently buy
the Papers, which is found and D, therefore be pleased to deliver it to the
Bearer

1735

Quarto Interrog: sobre os Mouros

Sam Snr

Your Most Obedient Servant

(Signd) L. D. Fonseca

A True Translate from the Original Portuguese by Andrew Peter Swaan Interpreter

James Mathews

Attorney for the Defendant

Declaro. Aos 2a Sammes Contantino que estando minha Caza loja
no Rio de Janeiro vindo Hoje Senhor Lucas De Fonseca Pizarro Perguntando de
Papel que tenho nas minhas Maons aquem Se tencia se era para Venda, perguntei
lhe Respondeo que Sim, que era do Mamaya Mercador Mouro que estava promptto
quando odito Senhor Lucas De Fonseca Perguntou Odotto Mamaya de Beca quem
Respondeo Mas por Respeito do dito Senhor Lucas de Fonseca Pedio 5 Mas. aque
estando Alli Questando Neste tempo Eu Perguntey ao Mamaya que Papel será
este Elle me Respondeo que o Papel he de Inglez, o Senhor Lucas de Fonseca
Respondeo que não pode ser Tal que mas parecia ser de Francez ou Landes ao
Mamaya tanto que elle Reo Respondy que elle tinha a forro do Papel por onde
pode Ver, ao Senhor Lucas De Fonseca Perguntey ao Mamaya quando tinha
q. elle Respondeo que tinha que Mesmo dia de Sancto tinha por quato Eu Perguntey
ao Mamaya por que não pode haver Agora q. tem sua Resposta alguma Hoje
Eyo tinham a forro do Papel Neste tempo o dito Senhor Lucas De Fonseca
se achava Acompanhado Depois de passo dia quando este Senhor quiz ler
para Saber o Mamaya Perguntou a este Senhor se que tinham o Papel
ou não q. elle Respondeo que Sim tinha em Minha Caza as 5 horas de tarde
a Pedi Mouro veio a minha Caza a tomar Papel q. lhe tinha dado e eu lhe
Mamaya

Namaya) pode) Lucas a Papel o Namaya) ao 6 de Março) [illegible] Lucas de Lucena) sobre) cujas) homens) ou não) [illegible] entregue aelle) homem) [illegible] Namaya) e elle) [illegible] por verdade) a juiz) Perante) as Testemunhas. Madrasta 6 de Janeiro 1736

Testamunhas
Anthony Andrack Lemark
Pedro Dalsda

Lorenco Constantino

Mayors Court at
Madrapatnam

Tuesday the 7th day of June
Anno Domini 1736

Present
Arthur Cuthbert Esquire Mayor
John Debonaire — Thomas Powney &
Edward Stracey — Aldermen

L.S.

Between Namiah of Madras Merchant Complainant and Lucas De Fonseca of the same Place Under Defendant

Mayors Court

This Cause coming on to be heard and Debated this day in the Presence of the Complainant and of the Attorneys on both sides on reading the Complainants Bill, the Defendants Answer the Replication, the Commission with a Copy of a Declaration, the Interrogatories and Depositions on the part of the Complainant

Complainant Now Exhibits on the part of the Defendant an hearing the pleadings made use of by the Attorneys, and on due Consideration had thereon It appearing to the Court that the Complainant hath brought sufficient Proof of the Purchase of the Paper made by the Defendant and the Delivery thereof to him, as well as the promise of Payment made by the Defendant for the same 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 Sixty six Pagodas 36 fs. and together with such Interest as hereafter become due until full Payment and doth also pay Cost of this Suit

Fiat

Filed 8th Feb.
28th May 1766

To the Honble the Mayor
Court &c. Madras President &c.

Humbly Complaineth unto this Honorable Court Your Orator James Hall of Portland Place Merchant, That Adam Cox of Madras Taylor stands indebted unto your Orator the full & just Sum of two Hundred and Twenty four Pagodas Twenty fanams and forty Cash as appears by the Account Current hereunto annexed for the inspection of this Honorable Court, which said Sum after the rate of Eight Shillings for every Pagoda will amount to one hundred and Seventeen Pounds Sixteen Shillings of Sterling Money of Great Britain And Whereas your Orator hath frequently and in an amicable manner demanded payment of the said Adam Cox

But more Wicked and Injurious to this Honorable Court the said Adam Cox contrary to Equity & Good Conscience refuses to give your Orator any answer of Satisfaction touching the Premises your Orator prays as in duty bound, as this Honorable Court shall appear agreeable to Equity and good Conscience To the end therefore that the said Adam Cox may upon his Corporal Oath true Discovery make of the Premises and Answer the Interrogatories hereunto

Chas. Brandt
Attorney for the Complainant

Dr. Adamboo in Account with Mr. James West Cr.

1766		Pag.	f.	C.	1766			Pag.	f.	C.
	To your Note of Hand for Cloth taken the 15. March 1766	91.	..	..	May	15	By Ballance Account this day	294.	20.	40
	To Interest on ditto from the 15. March to the 15. May @ 8 ℘ Cent ℘ Annum			6						
March	20 12 Yards Gilo Cass @ 2. 22	30.	..	..						
	To 13 ℘ do do @ 2. 22	33.	22	..						
	To 12 ℘ do do do @ 1. 22	17.	..	..						
	To 12 ℘ do do do @ 1. 22	14.	..	..						
	To 12 ℘ do do do @ 29	7.	16	..						
	To 8 ℘ do do do @ 22	5.	27	..						
	To 12 ℘ do do do @ 32	4.	12	..						
	To 28 ℘ do do do @ 22	9.	4	..						
	To 12 ℘ do do do @ 22	14.	28	..						
	To 12 do do do @ 1. 22	14.	22	..						
	Pagodas	294.	20.	10			Pagodas	294.	20.	40

Fort St George 15. May 1766
Errors Excepted
J. & Jas. West

Vide II

642.

Mayor's Court
Madras Special Session

Saturday the 15th day of July
Anno Domini 1786

Present

Arthur Cuthbert Esquire Mayor
Peter Marsilli ——— Thomas Powney
Anthony Sadlier ——— Charles Smith
Edward Strazey ——— S. Francis Lourdon
Aldermen

Between Charles De Haydoff
Fort Saint David Inhabitant Complainant
and Narrinpah of Madras Coringly
Defendant

The Defendant being in Court and Acknowledging the justness of the Complainants demand, this Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall Pay unto the Complainant the full and just Sum of Thirty two Pagodas Pagodas 32 ——— 0 together with such Interest as now is or shall become due thereon until full payment is made also all Costs of this Suit

Mayor's Court

1542.

To the Hon^ble the Mayor Court
at Madraspatnam

The Humble Petition of Francis Nanny

Sheweth

That Your Petitioner hath been informed that the Office of Sollicitor & Secretary by Reason of Sickness Your Petitioner humbly requests to be admitted to the same on which Motion Your Petitioner promises to be more diligent & Obliging and faithfully Your Petitioner is in duty bound

Your Petitioner shall Pray
Francis Nanny

To the Hon^ble the Mayor Court
at Madraspatnam

Upon reading the Petition of Francis Nanny Sollicitor & Secretary to the Corporation praying to be admitted to the said Office & Employment & that he may be allowed the Salary of Two Thousand Nine hundred and Twenty five Pagodas per Annum Sterling money of Great Britain after the Rate of Eight Shillings for every Pagoda Resolved that the Petitioner be admitted to the said Office & Employment & that he be allowed the Salary of Two Thousand Nine hundred & Twenty five Pagodas per Annum Sterling money of Great Britain after the Rate of Eight Shillings for every Pagoda

Your Petitioner shall Pray

To the Hon^ble the Mayor Court
at Madraspatnam

Whereby Covenanteth with the Hon^ble Court Your Petitioner John Brown doth for himself his Heirs Executors & Administrators Covenant & promise to & with the Mayor Aldermen & Inhabitants of Madras Merchants united into a Corporation by Charter dated the 30th day of December in the Year of our Lord One thousand Seven hundred & Forty Six & their Successors that he the said John Brown his Heirs Executors or Administrators shall & will pay unto the said Mayor Aldermen & Inhabitants of Madras Merchants united into a Corporation by Charter dated the 30th day of December in the Year of our Lord One thousand Seven hundred & Forty Six & their Successors the Sum of Two thousand Pagodas of Pagodas Sterling money of Great Britain after the Rate of Eight Shillings for every Pagoda on the Day of the Date hereof

Know all Men by these Presents that I John Brown of Madras Merchant am held & firmly bound unto the Mayor Aldermen & Inhabitants of Madras Merchants united into a Corporation by Charter dated the 30th day of December in the Year of our Lord One thousand Seven hundred & Forty Six & their Successors in the Sum of Two thousand Pagodas of Pagodas Sterling money of Great Britain after the Rate of Eight Shillings for every Pagoda to be paid to the said Mayor Aldermen & Inhabitants of Madras Merchants united into a Corporation by Charter dated the 30th day of December in the Year of our Lord One thousand Seven hundred & Forty Six & their Successors for which Payment well & truly to be made I bind myself my Heirs Executors & Administrators firmly by these Presents Sealed with my Seal Dated this 15th day of October in the Year of our Lord One thousand Seven hundred & Sixty six

The Condition of this Obligation is such that if the above bounden John Brown his Heirs Executors or Administrators shall & do well & truly pay or cause to be paid unto the said Mayor Aldermen & Inhabitants of Madras Merchants united into a Corporation by Charter dated the 30th day of December in the Year of our Lord One thousand Seven hundred & Forty Six & their Successors the Sum of One thousand Pagodas of Pagodas Sterling money of Great Britain after the Rate of Eight Shillings for every Pagoda on the Day of the Date hereof

Sealed & Delivered
in the Presence of

Exhibit

[illegible]

July 15th 1766

The Bill was shewn to the
Defendant the Day of the Summons
& the Complainant having sworn to
the Contents of the Bill Let a Summons
& Summons Immediately issue together
with a Warrant of Arrest

Sir Cuthbert
Sluys

Sir Crowder
Attorney for Complainant

Mayor's Court at Madraspatam

Tuesday the 22d. day of July 1766

Present

Wilmr. Cuthbert Esquire Mayor

Thos. Hamilton — John Dickinson

Thomas Powney — Jn. Bromley Sadleir

Reynolds Adams — & Edwd. Stacey

Aldermen.

Between John Swan Son & Heir of Lt. Col. Swan Esquire Complainant and Hurrata Dos of Madras Merchant Defendt

The defendant being now Court and Acknowledging the justness of the Complainants Demand, This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of Two thousand Nine Hundred and Seventy five Pagodas & Pardos 2975 — & together with such Interest as may be shall hereafter become due thereon until the full payment is made also all Costs of this Suit

Mayor's Court

Order the 16th July
Read the 22d. do 1766

Before the Hon.ble the Mayor's Court at Madraspatam

Hurrata Complainants Handbill to this Board

A.M.C.

1

Humbly sheweth unto Your Honour and this Honourable Court of Exchequer Your Honours Subject Thomas Kelly of Tralee in the County of Kerry Gent. That by Indenture bearing date the Twenty fourth day of June One thousand seven hundred and Sixty four and made between the Right Honourable Thomas Earl of Kerry of the one part and your Orator of the other part for the Consideration therein mentioned your Orator did Covenant with the said Earl of Kerry his Executors and Assigns that your Orator his Executors or Assigns should and would on or before the Twenty fourth day of June One thousand seven hundred and Seventy pay unto the said Earl of Kerry his Executors or Assigns the full Sum of Two thousand Pounds Sterling Money of Great Britain with Interest for the same after the rate of Six pounds per Centum per Annum as by the said Indenture relation being thereunto had may more fully appear And your Orator further sheweth unto your Honours that the said Earl of Kerry by Indenture bearing date the Twenty fifth day of March One thousand seven hundred and Seventy two for the Consideration therein mentioned did grant unto your Orator the Tythes of the Lands of Ballyhar Ballyhorgan Ballyhorgan Mountain Ballyhorgan Commons Ballyhorgan Bog Ballyhorgan Mountain Bog Ballyhorgan Commons Bog Ballyhorgan Mountain Commons Bog Ballyhorgan Mountain Commons Bog Ballyhorgan Mountain

1767

Mayors Court
Madrespatnam

Tuesday the 22 day of July
Anno Domini 1766

Present
Arthur Cuthbert Esquire Mayor
Peter Marrette — John Debonaire
Thomas Powney — Anthony Sadleir
Reynold Adams — & Edward Stracey
Aldermen

Between John Lewis Smith of
Fort St George Esquire Complainant
and Tongamah Chetty of Madras
Merchant Defendant

The defendant being in Court and Acknowledging the justness of the Complainants Demand this Court doth therefore thereby set to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of Two thousand three Hundred and seventy five Pagodas Pagodas 2375 — / together with such Interest as now is or shall hereafter become due thereon until full Payment is made also all Costs of Suit

Allow

The

Humbly Shew Unto Your Honor Your Orator John Swinnock of Castle Forges Esquire that Lancaster
County of Hanover Merchant stands indebted unto Your Orator in the Sum
of Two Thousand Nine hundred and Seventy four Pounds Current Money of
Great Britain after the Rate of Eight Shillings for every Pound for the Sum of Two
Thousand and Ninety Pounds Current Money upon a Contract Obligation bearing date
the Fourteenth day of June One thousand Seven hundred and Sixty six Payable three
months after the Date thereof as by the said Obligation under the Hand and Seal of the said Swinnock Chilly
Relation being had thereunto may more fully appear Your Orator further Shews
unto Your Honor That Your Orator hath frequently and in an amicable Manner
requested Payment of the said Swinnock Chilly

But now so it is and may it please this Honorable Court
the said Swinnock Chilly although often and wilfully refuses to give your Orator any
Manner of Satisfaction touching the Premises Your Orator therefore prays that
such as to this Honorable Court shall appear agreeable to Equity and good
Conscience May be decreed Wherefore that the said Swinnock Chilly may upon his Corporal
Oath true and perfect Answer make to all and singular the matters and things herein
before set forth and charged as fully truly and effectually to all Intents and
Purposes as if the same were here again repeated and interrogated and he decreed
to pay unto Your Orator the aforesaid Sum of Two thousand Nine hundred and
Seventy five Pounds with the allowed Interest as now is or shall hereafter grow due
thereon also all Costs of this Suit

May it please the Honble Court to cause the said Swinnock
Chilly to be Summoned and required by Mandamus from hence unto Jorge Town in Mary-
land and the Patrick Henry personally to be and appear before the Honble
Court at or before Some day Time to be by this Honble Court limited and appointed
Then and There to stand to and abide by such Order and Decree therein as to this
Honble Court shall seem Meet

July 15 1766

This Bill was shewn to Me between
the days of Adjournment & the Complainant
is to enter into the penalty of Two Dollars and
return Me immediately with a Warrant of Summons

Chas. Yeates
Attorney for the Complainant

Dr. Cuthbert
Judge

Mayors Court at Madraspatnam

Tuesday the 22 day of July Anno Domini 1766

Present

Sr Robt Cuthbert Esquire Mayor
Peter Marriette ——— John Debonaire
Thomas Fonnereau ——— Anthony Ludlow
Reynold Adams ——— & Edward Stracey
Aldermen

Between John Lowndes of Fort St George Esquire Complainant
and Sangamah Chetty of Madras Merchant Defendant

The defendant being in Court and Acknowledges the justness of the Complainants Demand This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall do pay unto the Complainant the full and just Sum of Two Thousand Nine Hundred and seventy five Pagodas Pagodas 2975 together with such Interest as now is on behalf Complainant becomes due thereon until full Payment is made also all Costs of this Suit

Mayors Court

Filed

Exhibit No. [illegible]
Read the [illegible] day of [illegible] 1766.

To the Worshipful the Mayor
Coroll. Aldermen

Humbly Complaining Sheweth unto Your Worships Your
Poor Orator Sir Hugh Hamersley Knight and Alderman of the City of London
Whereas Thomas Pearce late of Bow in the County of Middlesex
did pretend to Purchase Two Messuages or Tenements with the Appurtenances thereof
on the South side of Bow Street in the Parish of Saint Paul Covent Garden
at the Rate of fifteen Pounds for the Term of Eighty Years Determinable
as to the Whole or any Part thereof at the Death of the Survivor of Three Persons
named in the Lease Viz. Mary Hall Spinster Daughter of Thomas Hall late of
Bow aforesaid Gentleman deceased Elizabeth Hall Spinster Daughter of the said
Thomas Hall and Mary Hall Spinster Daughter of the said Thomas Hall
Now Your Orator Sheweth that the said Thomas Pearce hath not paid the
Rent reserved upon the said Lease for the Space of Two Years last past
amounting to Thirty Pounds and Your Orator hath been informed that the
said Thomas Pearce hath lately Assigned the said Premises to some Person
or Persons unknown to Your Orator and Your Orator hath Demanded the
said Arrears of Rent of the said Thomas Pearce but he refuses to pay the
same Your Orator therefore Prays that the said Thomas Pearce may be
Summoned to appear before Your Worships at a Court of Aldermen to be
held for the City of London aforesaid to Answer the Premises and that
he may be Ordered to pay the said Arrears of Rent and Your Orator
shall Pray &c.

Hugh Hamersley

1767.

to pay unto Your Orator [illegible] the Sum of three Hundred and Sixty five Pagodas Twenty three Fanams and fifty Seven Cash together with all the Interest that now is or may hereafter become due thereon also all Costs of this Suit

May it please Your Honble Court to Cause the said Francisco De Souza to be Summoned and Injoined by the Sheriff of Fort St George Fauxbourg of Madraspatnam and the Defendt 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 stand to and abide by such Order and Decree therein as to this Honble Court shall seem Meet

James Harkaway
Attorney for the Complainant

Sworn between the days of [illegible]
The Complainant making Oath to the Truth of the Debt Int & Summons above mentioned immediately and a Warrant of Arrest

W. C. Hubert
Mayor

Francisco de Souba Native and an Inhabitant at this Chief Macao do by these Presents Acknowledge to have Received of and from Mr Mathews Somes the Sum of five Hundred Spanish Pattos to Him at Prepondeka to the Chief Madras the Receipt to be on the Ship Santa Maria Joze, the Owner whereof is João Ribeiro Guimaraes, and that the Goods and Merchandizes that shall be Loaded on the said Ship to be free from all Incumbrance and any Molestation Whatsoever, and that 8 Months after the Arrival of the said Ship at Bengal Port of Madras, I Oblige Myself to Make up the Goods of this Bond, with Reprendekia Interest, at Ten Pcent to Mr Somes Merchant or his Attorney who shall Represent this Bond to Him without fail, Otherwise Justice or in Default for which Payment I Oblige myself and Effects in Satisfaction of this Bond, as the Interest at Ten Pcent as aforesaid to the Truth Whereof I have Signed and Executed two of the same Date Become to be Accomplished and the other Bad. Madras 11th February 1766.

(Signed) Fco de Souba

Witness

1751

Filed the 17th June
Read the 18th 1766.

To the Honble the Lord
Chief Justice

Humbly Complaining sheweth unto your Honor Isaac Hendy of Hudson Merchant and Attorney to Nathan Jones late
Sheriff of Hudson Esqr (Deceased) Late Sheriff and Collector and Receiver of the City of Albany Late
Treasurer of Hudson Aforesd Indebted unto Your Orator in the Sum of Eight
Hundred and fifty Pounds Lawful Money of New York for Rent and Profits Arrears of Rent
at the Rate of Fifty Pounds per Annum Reserved upon a Lease Granted to the said
Late Sheriff Dated the Twenty Seventh day of May in the Year of Our Lord One Thousand
Seven Hundred and Sixty Six Whereby the said Late Sheriff Demised unto
Your Orator All that Messuage or Tenement Situate Lying and being in Hudson
aforesd Bounded as follows (that is to say) to the Southward by the Lot of Land
Late in the Occupation of Jacob Ten Broeck Esqr Deceased to the Westward by the
Lot of Land Late in the Occupation of Peter Van Schaack Esqr Deceased to the
Northward by the Lot of Land Late in the Occupation of Peter Van Schaack Junr
Deceased and to the Eastward by the Lot of Land Late in the Occupation of
Peter Van Schaack Esqr Deceased Together with all Houses Outhouses Buildings
Barns Stables Orchards Gardens Ways Waters Watercourses Profits Commodities
Advantages Hereditaments and Appurtenances whatsoever to the said Messuage or
Tenement belonging or in any wise appertaining To Have and to Hold the said
Messuage or Tenement with the Appurtenances unto the said Late Sheriff his
Executors Administrators and Assigns from the Twenty Seventh day of May
in the Year of Our Lord One Thousand Seven Hundred and Sixty Six for and
during the Term of Seven Years from thence next ensuing and fully to be
Complete and Ended Yielding and Paying therefor unto your Orator his Executors
Administrators and Assigns the Yearly Rent of Fifty Pounds Lawful Money of
New York at Four Usual Feasts or Days in the Year (that is to say) at the Feast
of the Nativity of our Lord Christ the Annunciation of the Blessed Virgin Mary
the Nativity of St John the Baptist and St Michael the Archangel by Even and
Equal Portions the first Payment thereof to begin and be made on the Feast
of the Nativity of our Lord Christ which will be in the Year of Our Lord One
Thousand Seven Hundred and Sixty Seven as by the said Lease Reference being
thereunto had may more fully and at large appear And your Orator further
Sheweth unto your Honor that the said Late Sheriff Jacob Ten Broeck Peter
Van Schaack Junr and Peter Van Schaack Esqrs Deceased Executors of the
Last Will and Testament of the said Late Sheriff Nathan Jones Deceased
have Proved the said Will and Taken upon themselves the Burthen and Execution
thereof and have Possessed themselves of the Personal Estate of the said Late
Sheriff Nathan Jones Deceased to a very large Amount Sufficient to Satisfy
and Pay the said Debt due to your Orator as aforesaid Nevertheless the said
Late Sheriff Jacob Ten Broeck Peter Van Schaack Junr and Peter Van Schaack
Esqrs Deceased Executors of the Last Will and Testament of the said Late
Sheriff Nathan Jones Deceased have not nor has any or either of them
Satisfied or Paid the said Debt or any Part thereof to your Orator although
your Orator hath frequently and in an Amicable Manner Requested Payment
thereof from the said Executors Deceased of the said Sum of Three
Hundred and Sixty Pounds Seven Shillings and Seven Pence Lawful Money
Ballance Aforesd and may if Relief be not had in this Honble Court
the said Executors Deceased Knowingly and Wilfully Refuse to pay the same
or to give your Orator any Manner of Satisfaction touching the Premises Your Orator
therefore Prays Process of Subpoena to the Honble Court to be Directed
to Cyrus and Peter Executors To the end and Purpose that the said Executors
Deceased may upon their Corporal Oath true and perfect Answer make to
all and Singular the Matters and Things aforesaid before set forth and Allege
as fully truly and Distinctly to all Intents and Purposes as if the same were
here again Repeated and particularly interrogated and that they may be directed
to

1769.

to pay unto Your Orator [illegible] the Sum of three Hundred and Sixty five Pagodas Twenty three Fanams & Fifty Cowries and Costs of Suit the Interest thereon & may hereafter become due thereon also all Costs of this Suit

May it please this Hon'ble Court to Cause the said Francisco

De Sosa to be Summoned and Compelled by the Sheriff of Fort St George Town of Madraspatnam and the Limits thereof personally to be and appear before this Hon'ble Court at a certain time & Place to be by this Hon'ble Court prefixed and appointed then and there to stand to and abide by such Order and Decree therein as to this Hon'ble Court shall seem Meet

James Hathaway
Attorney for the Complainant

Sworn between the Days of Reference at
The Complainant making Oath to Copy Book &
of the Debt & to Summons afore Mentioned
immediately and a Warrant of Arrest

H. C. Ribeiro
Mayor

Know all Men by these Presents that I Francisco de Sosa Native and an Inhabitant of the City of Macao do by these Presents Acknowledge to have Received of and from Mr. Mathews James the Sum of five Hundred Spanish Dollars to Pass at Pagodas to the Cash of Madras the Rupee to be on the Ships Bows Mann Seze the Owner whereof is also Native Commander, and that the Goods and Merchandize Seze Shall Shall be Loaded on the said Ships to be free from all Encumbrance and Incumbrance whatsoever and that a Month after the Arrival of the said Ships at the said Port of Madras I Oblige Myself to Satisfy the Contents of this Bond with Reparations thereof at the Port to Mr. Hyde Merchant or his Attorney who shall represent this Bond to Pay without Fail & Thereby Bind over my Goods for which Payment I Oblige myself and Effects in Satisfaction of this Bond with Interest at Ten p Cent as aforesaid to the Ends Whereof I have Signed and Sealed two of the Tenor and Date thereof to be Accomplished and the other Void. Madras the 12th February 1766

(Signed) Fr. de Sosa

Witness

1680

Stone Translation from the Original Portuguese

Francis Manoel Lemon Undertaker

James Hathaway
Manager for the Complainant

Mayors Court at Madras Spatnam

Tuesday the 22nd day of July Anno Domini 1766

Present

Arthur Cuthbert Esqre. Mayor
Peter Marriette ——— Johan Debonaire
Thomas Powney ——— Jn Manoy Laddier
Reynold Adams ——— & Edward Monzey
Aldermen

Between Lyo Manoel de Mattos Merchant and Attorney to Mathias Lopez Complainant and Lorenco de Lobo Sutherland Lobo Lobo & Santyago Lobo Merchants Subjects of the Crown of Portugal Defendants

The defendant being in Court and acknowledging the justness of the Complainants demand. The Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just sum of

Pore

1751.

Hon. Rendus and Lady &c. Pondos Twenty Seven pounds and fifty two Pond
Pondos 2766.29.59 Together with such Interest as may or shall become due
thereon until full payment & moreover all Costs of this Suit —

£ Cur ©

Filed 19th July 1766
Read

To The Hon^ble the Mayor &
Court at Madraspatnam

Humbly Complaining Sheweth unto the
Hon^ble Court Your Orator Louis Joanna de Madras Merchant That Francisco
de Sabra late of Madras but at present of Madras Merchant stands indebted
unto Your Orator in the Sum of Three Hundred and Sixty Pollam which Sum
after the Exchange of Sixteen Pollam for every Two Pagodas make two hundred
and Four Pagodas Ten Fanams and forty Cash and in Sterling Money of Great
Britain after the rate of Eight Shillings for every Pagoda the Sum of Eighty
two Pounds Ten Shillings and upwards Growing upon a Responsoria
Obligation bearing date the Twelfth day of February in the present Year
of Our Lord One Thousand Seven hundred and Sixty six by which said Writing Obligatory the said
Francisco de Sabra Promised to pay Unto Louis Joanna or his Order the Principal of
Three Hundred Pollam with the Interest of Ten P Cent in one Month after the Arrival
of the Ship Good Hope at Madras which said Ship or Vessel your Orator
knoweth arrived at Madras the Twelfth day of August the present Year And
Whereas Your Orator hath frequently and in the most humble Manner requested
Payment
But now so it is Combining of Covin the Premises the
the said Francisco de Sabra Deceitfully and Wilfully refuses to give Your Orator any
manner of Satisfaction touching the premises Your Orator Prays a Genl & Writ of
Subpœna to the Defendant to appear & answer to Oath and upon Conference

452

To the Court Mayor Recorder Francis de Sabra may appear the Court & Party have Perfect Answer make to all and singular the Matters & things herein before alledged as fully truly and Effectually to all intents and purposes as if the same were here again repeated and undertaken and be decreed to pay unto your Orator the aforesaid Sum of three hundred and thirty Dollars with all such Interest as aforesaid hereafter grow due thereon also all Costs of this Suit

May it please this Honble Court to cause the said Francis de Sabra to be Summoned and Required by the Sheriff of Portland George Town of Madras patteen and the District thereof personally to be and appear before this Honble Court at certain Time and place to be by this Honble Court prefixed and appointed then and there to stand to and abide by such Order and Decree therein as to this Honble Court shall seem Meet

July 1766

This Bill was shewn to me between the Days of Adjournment and the Complainant having Sworn to the Justice of this Debt Let Summons whereable immediately and a Warrant of Arrest issue

Chas. Bromley
Attorney for the Complainant

Sr Cuthbert
Mayor

Mayor's Court at Madrespatteen

Tuesday 22. day of July Anno Domini 1766

Present
Sr Thos Cuthbert Esquire Mayor
Peter Manuelle — John Debonaire
Thomas Powney — Sr Thos Saulez
Reynold. Adams — C. Edward Stevens
Aldermen

Between Evan Jones &c Widow

Merchant Complainant and Francis de
Isaba late of Macao but at present of
Madras Merchant Defendant

The Defendant being in Court and acknowledging the Justness
of the Complainants Demand, This Court doth therefore think fit to Order and Decree
and doth accordingly Order and Decree that the Defendant shall pay unto the Complain-
ant the full and just Sum of Two Hundred and Six Pagodas, Two fanams and Forty Cash
(Pagodas 206. 2. 40) together with such Interest as now is or shall hereafter become
due thereon until full payment is made also all Costs of this Suit

Court

Fort St. George
22d April 1766

To the Honble the Mayors Court
at Madras aforesaid

Humbly Complaining sheweth unto this Honble Court
Your Orator Walter Alves of the Ship London Commander by his Attorney John Delamaire
of Portolan George Merchant That Thomas Pelling and John De Fries of the same Place
Merchants stand indebted unto Your Orator in the full and just Sum of Five hundred
and Sixty two Pagodas Eighteen fanams which Sum after the rate of Eight Shillings
Sterling a Pagoda will amount to One hundred and four Pounds fifteen Shillings Sterling of
Great Britain, For that Whereas Your Orator Did in the Month of November one
thousand seven hundred and Sixty four enter into an Agreement with the said Thomas
Pelling and John De Fries to supply your Orator with a quantity of Salampores to the
amount of two thousand six hundred and twenty five Pagodas to be delivered to your Orator
at certain times and places by the said Thomas Pelling and John de Fries as your
Orator agreed on, The said Agreement Your Orator sheweth was Committed to Writing
and Signed by your Orator and the said Thomas Pelling and John De Fries which
said Writing is in manner following, that is to say Articles of Agreement Covenanted
and made and Concluded upon at Portland George this second day of
January in the Year of our Lord 1765 Between Walter Alves of London

Mariner

No 54

Marian on the one part and Pilling and De Fries of Madras Merchants of the other part
Witnesseth that the said Pilling and De Fries have Engaged and agreed to provide
and get made for the said Walter Alves the following Blue Cloth 25 Cs. Blue Salempores
Nine Cauds 25 Cs. by 2/3 26 Cs. Pagodas 650. 25 Cs. Bills Eight Cauds 25 Cs.
by 2/3 25. 625. Amounting in all to Pagodas 1275 which said Sum the said
Pilling and De Fries do hereby Acknowledge themselves to have
and Hold made by the above mentioned quantity of Fifty Corges of Blue Salempores
at Porto Novo on or before the Tenth day of January next ensuing to be delivered on the
said Walter Alves or to his Order at Porto Novo aforesaid free of all Duties and Charges
whatsoever Excepting that of Embaling and Shipping off which are to be borne by the
said Walter Alves And it is agreed by the said Walter Alves that the Conveyance
which should call at Porto Novo for the Receipt of said Goods should remain and
stay three days for the Reception of them And the said Pilling & De Fries Do
on their part bind and oblige themselves in case of failure on their part and not
fulfilling their Contract agreeable to the Time and Prices above recited either in
part or in whole to pay unto the said Walter Alves the above said Sum of One
Thousand two hundred and seventy five Pagodas with Ten p Cent advance thereon
In Witness whereof the parties Contracting have interchangeably set their hands
and Seals hereunto dated at Fort Saint George the day and Year first above
written Whereupon Writing your Orator and the said Thomas Pilling and Peter
De Fries have subscribed their Names and set their Seals Your Orator further
Sheweth that underneath said Writing another Agreement was written dated
at Fort St George 24th November Viz agreed by the parties Contracting above mentioned
to provide 50 Corges more of Blue Salempores, Viz 8 Cauds 25 Cs @ 26 p
p Corge Pagodas 662. 18. 4 Corge 25 Cs @ 27 p. 687 18 more Pagodas 1350 —
which said Sum the said Pilling and De Fries do hereby acknowledge to have
received from the said Walter Alves the other Conditions being the same as the foregoing
Contract In Witness our Hands Walter Alves, Pilling and De Fries Your Orator
further Sheweth that he proceeded from thence Coast to Porto Novo to attend for
the fulfilling of the Contract and arrived on the twenty ninth day of January the
Month in which the Goods were to be delivered and after having there past 8
days aforesaid being immediately made in the Terms of the Bill Lading with

the

To the Honorable Court of Exchequer

The Petition of Peter Bromley of Hanley in the County of Stafford Potter

Humbly Sheweth

That your Petitioner is a Creditor of Thomas Pilling and John De Fries late of Hanley aforesaid Potters for the Sum of Two hundred and forty two Pounds Eighteen Shillings and Seven Pence for Goods sold and delivered by your Petitioner to the said Thomas Pilling and John De Fries at their Request between the Months of January and June in the Year of our Lord One thousand seven hundred and Eighty Two

That your Petitioner hath frequently applied to the said Thomas Pilling and John De Fries for Payment of the said Sum of Two hundred and forty two Pounds Eighteen Shillings and Seven Pence but they have hitherto refused and neglected to pay the same

That your Petitioner hath been informed that the said Thomas Pilling and John De Fries have lately left the Kingdom and are gone to Ostend in the Austrian Netherlands with Intent to reside there

That your Petitioner is advised that he is entitled to the Benefit of the Statute made and passed in the Fifth Year of the Reign of Queen Elizabeth Intituled An Act against Fraudulent Debtors and Absconders and that your Petitioner is thereby empowered to sue out Writs of Capias ad respondendum against the said Thomas Pilling and John De Fries

That your Petitioner is willing and ready to give Security that he will prosecute the said Writs with Effect and pay the Costs and Damages that shall be awarded to the said Thomas Pilling and John De Fries in case they shall recover in the Action

That your Petitioner is advised that he is entitled to the Benefit of the Statute made and passed in the Fifth Year of the Reign of Queen Elizabeth Intituled An Act against Fraudulent Debtors and Absconders and that your Petitioner is thereby empowered to sue out Writs of Capias ad respondendum against the said Thomas Pilling and John De Fries

That your Petitioner is willing and ready to give Security that he will prosecute the said Writs with Effect and pay the Costs and Damages that shall be awarded to the said Thomas Pilling and John De Fries in case they shall recover in the Action

That your Petitioner is a Creditor of the said Thomas Pilling and John De Fries to the Amount of Two hundred and forty two Pounds Eighteen Shillings and Seven Pence for Goods sold and delivered by your Petitioner to the said Thomas Pilling and John De Fries at their Request between the Months of January and June in the Year of our Lord One thousand seven hundred and Eighty Two

That your Petitioner hath frequently applied to the said Thomas Pilling and John De Fries for Payment of the said Sum of Two hundred and forty two Pounds Eighteen Shillings and Seven Pence but they have hitherto refused and neglected to pay the same

That your Petitioner is advised that he is entitled to the Benefit of the Statute made and passed in the Fifth Year of the Reign of Queen Elizabeth Intituled An Act against Fraudulent Debtors and Absconders and that your Petitioner is thereby empowered to sue out Writs of Capias ad respondendum against the said Thomas Pilling and John De Fries

That your Petitioner is willing and ready to give Security that he will prosecute the said Writs with Effect and pay the Costs and Damages that shall be awarded to the said Thomas Pilling and John De Fries in case they shall recover in the Action

That your Petitioner is advised that he is entitled to the Benefit of the Statute made and passed in the Fifth Year of the Reign of Queen Elizabeth Intituled An Act against Fraudulent Debtors and Absconders and that your Petitioner is thereby empowered to sue out Writs of Capias ad respondendum against the said Thomas Pilling and John De Fries

That your Petitioner is willing and ready to give Security that he will prosecute the said Writs with Effect and pay the Costs and Damages that shall be awarded to the said Thomas Pilling and John De Fries in case they shall recover in the Action

Your Petitioner therefore humbly prays that your Lordships will be pleased to grant unto your Petitioner his Majesty's most gracious Writs of Capias ad respondendum against the said Thomas Pilling and John De Fries directed to the Sheriffs of the County of Stafford and Warwick and the Bailiffs of the Liberty of Hanley within the said County of Stafford commanding them or any of them to take the said Thomas Pilling and John De Fries if they shall be found within their Bailiwicks and safely keep them so that they have their Bodies before his Majesty's Court of Exchequer at Westminster on the Morrow of All Souls to answer unto your Petitioner of a Plea of Trespass on the Case to his damage of Five hundred Pounds and that your Petitioner may be at liberty to prosecute the said Writs with Effect and pay the Costs and Damages that shall be awarded to the said Thomas Pilling and John De Fries in case they shall recover in the Action

And your Petitioner will ever pray &c.

Pet. Bromley

Attorney for the Petitioner

1661

Richard Gilbert
Junr & 1 others
Pltfs

vs

The Hope of Topsham Burden &c
Ship and Tackle &c
Defts

The Answer of Thomas Hayward Master of the Ship Hope of Topsham
Burden and Company Defendants to the Bill of Complaint of
Richard Gilbert Junr & others Complainants

These Defendants saving to themselves all Benefit and Advantage of Exception to the many Errors Uncertainties and Imperfections in the Complainants said Bill of Complaint contained for Answer thereunto or unto so much thereof as they these Defendants are advised is Material or necessary for them to make Answer unto they Answer and say that they admitt it to be true that the Complainants or some of them did in or about the Month of June One thousand Seven hundred and Sixty two Freight Eighteen Seamen or some other Number of Mariners and these Defendants Admit that they did Contract with the Complainants to Provide and Deliver to them One Hundred Tuns of Pipe Staves and Heading and to Load the same on board the said Ship Hope and Carry them to Oporto and there Deliver them to the Complainants or their Agents on the Quay there within the Space of Twenty days after the Arrival of the said Ship at Oporto and that the Complainants were to pay for the Freight of the said Staves and Heading at the Rate of Four pounds Sterling per Tun and to allow Twenty days for Loading the said Ship and Twenty days for Discharging her

[illegible]

1766

Richard Field
Esqr. & 1766

In Chancery

The Answer of Thomas Pryce Lloyd the
Younger Merchant the Defendant
to the Complaint of Walter Wase the Younger Complainant
and the Answer of Thomas Lloyd Esqr. and
others Defendants to the Bill of Complaint of the said
Walter Wase the Younger Complainant

This Defendant reserving to himself all Benefit and Advantage of Exception to the many Errors Uncertainties Insufficiencies and Imperfections in the Complainants said Bill of Complaint contained for Answer thereunto or unto so much thereof as this Defendant is advised is Material for him to make Answer unto he this Defendant answering saith that he did in the Month of June in the Year of our Lord One Thousand Seven Hundred and Sixty two Purchase Eighteen Tons or thereabouts of Logwood of one Jonathan Hall Master of a Vessel called the Sloop Betsey then lying in the River Delaware and bound from thence to Liverpool and which Logwood was then on board the said Sloop Betsey and this Defendant further saith that he did afterwards and before the Arrival of the said Sloop Betsey at Liverpool aforesaid to wit on the Twenty Eighth day of September in the Year of our Lord One Thousand Seven Hundred and Sixty two Purchase Eighteen Tons more or thereabouts of Logwood of one Thomas Hall Master of a Vessel called the Sloop Betsey then lying in the River Delaware and bound from thence to Liverpool aforesaid which last mentioned Logwood was then on board the said Sloop Betsey and this Defendant saith that he did not at the time of the Purchase of the said Logwood or at any time before or since know or believe that the said Logwood or any part thereof belonged to the Complainant or any other Person or Persons than the said Thomas Hall and this Defendant saith that he did not at the time of the Purchase of the said Logwood or at any time before or since know or believe that the said Logwood or any part thereof was Purchased for the Use or Benefit of

Per

Complainant's Solicitor

Plaintiff's Bill

Between

Arthur Cuthbert Square Esquire Mayor

Thomas Lowry Esquire Richard Peters

Charles Smith & Edward Lowry

Defendants

Bill

Between Walter Thomas Hayes the Elder

Esquire Commander of the Albany

Peter Redmore Corbin Esquire Merchant

Complainant and Thomas Ellery and

John Peters the same Place Merchant

Defendants

The Bill of Complaint to be Heard and Debated the Day on the

Petition of the Albany on both Sides according the Complainants Bill the

Defendants Answer on hearing the Pleadings and Proofs of the Albany

in due Course and Form of Equity & the Court doth Order that the Complainant

recover the Costs Costs to be taxed and Allowed the Complainant

Proof of any Damages sustained by him by the Non Observance of the Covenants

Parties according to the Agreement and the Complainant to produce

and Deeds and doth accordingly Order and Decree that the Complainants

Bill shall stand dismissed with Costs.

Filed the 28th July 1766
Read the 29th do } 1766

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

Humbly Complaining Sheweth unto this Honorable Court Your
Orator John Debonnaire of St Saint George Merchant That Thomas De Abreu of Madras
Inhabitant Standeth indebted unto Your Orator as appears by the Account Current hereto
annexed in the full and just Sum of Fifty two Pagodas reckoning on Sterling Money of
Great Britain after the Rate of Eight Shillings for every Pagoda the Sum of Twenty
Pounds sixteen Shillings and upwards And Whereas Your Orator hath frequently
and in an amicable Manner requested Payment —

But now so it is and may it please this Hon^ble Court the said
Thomas De Abreu craftily and covetously intends to give Your Orator any Manner
of Satisfaction touching the premises Your Orator prays a Process of Subpoena
Hon^ble Court shall think agreeable to Equity and good Conscience To the end therefore
that the said Thomas De Abreu may upon his Corporal Oath true and perfect Answer
make to all and 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 interrogated and be decreed to pay unto Your Orator the aforesaid
Sum of fifty two Pagodas with all such Interest as now is or shall hereafter grow
due thereon also all Costs of this Suit

May it please this Hon^ble Court to Cause the said Thomas
De Abreu 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 Hon^ble
Court at a certain Time and Place to be by this Hon^ble Court prefixed and appointed
then and there to stand to and abide by such Order and Decree therein as to this

28th July 1766
This Bill was shown to Me
& there the days of Appearance
& Subpoena done

Jn Cuthbert
Mayor

Chas Bromley
Attorney for the Complainant

Dr. Thomas De Abreu Cr.

1766 June	12	To Ballance of a Leger Amack	10		By Ballance due		52
		To a Leger of Arrack	42				
		Pagodas	52		Pagodas		52

Fort St George 28th July 1766

Errors Excepted

Per John Debonaire

Mayors Court
Hilsborough

No 1
List

Present
Arthur Cuthbert Esquire Mayor
Thomas Tompy — Anthony Ladlow
& Francis Worden — Aldermen

Between John Delaune of Port
Antipoge Merchant Complainant
and Thomas Denton of Hudson
Creek Planter Defendant

The Defendant having now Personally appeared to this Court & the Complainants demand this Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of Fifty Two Pounds Ten Shillings with Interest as now is Due and Payable for the same together with Costs of this Suit

Decr

To the Worshipful Mr. Mayors Court
at Hillsborough

The Complaint of John Delaune of Port Antipoge Merchant Humbly Sheweth that whereas Thomas Denton of Hudson Creek Planter did Purchase and Barter for four Horses and a Bay Mare of your Orator the Sum of Fifty Two Pounds Ten Shillings for every Horse and Mare as aforesaid which Sum he the said Denton hath refused to pay

Oct
17th Nov 1763

appear upon my Demand ready to be produced when required by the Honble Court
And Whereas Your Orator hath frequently and in a friendly manner desired
payment

But now it is Confederate and pretends that the Honble Court
Ought not to Decree Your Orator any Manner of Relief against
the premises Your Orator therefore humbly hopes that the
Honble Court shall appear upon the Hearing and pass Decree in Your
Orators favour And that the Defendant may upon his Corporal Oath
Answer make full and Perfect but Direct and Answer to all
and Singular the Matters and things herein before charged
the same may be done upon Record and Confessed and for Payment
Your Orator the said Sum of Forty Pounds and Interest together
with all such Costs Charges & Expences as shall hereafter become due thereon to the
End of Your Suit —

May it please the Honble Court to Cause the said Defendt
to be Summoned and required by the Sheriff of Yorkshire County Town of Kingston
upon Hull and the Coroners thereof personally to be and Appear at certain time &
place to be by this Honble Court limited and Appointed then and there to Answer
this Your Orator Bill of Complaint And further to Stand to and abide such Order
and Decree as to this Honble Court shall seem Meet

Archd Palmer
Attorney for the Complainant

Filed
19th July 1763

The Answer of Ann Bury of Kingston upon Hull
Defendant to the Bill of Complaint of Charles
Smith also of the same place Merchant Complainant

This Defendant now and at all times hereafter saving and
reserving to herself all benefit and advantage of Exception
to the many Errors uncertainties and imperfections in the said Bill contained for
Answer thereunto or unto so much thereof as this Defendant is advised that
it is

[illegible] to make Answer unto the Plaintiff Complaint
[illegible] indebted unto the Complainant as Plaintiff in his Bill of Complaint
Set forth That the Complainant is indebted to the Defendant on the Eighth of December
one in the Year of Our Lord One thousand seven hundred and Sixty three the Sum
of Forty four Pounds fourteen Pence and Thirty Nine Cash, as will more fully
more fully appear by the Account Current Annexed to the Defendants Cross Bill of Com-
plaint and to which the Defendant most humbly refers the Honble Court to
All which Matters and things the Defendant is ready to
Aver and Prove as this Honble Court shall Direct and humbly Prays to be hence
dismissed with his reasonable Costs and Charges in this Behalf most wrongfully
Sustained

Wm Cranwell
Solr for Defendt

To the Honble the Mayor Court
at Madrespatnam

Humbly Complaineth Thomas Hall Your Honrs Orator Hugo Boy of Madras Merchant That Thomas Charles late of the same place Merchant Stands Indebted to your Orator in the full and just Sum of Forty four Pounds Fourteen Pence and Thirty Nine Cash Current Money of Madras which on Ballance Money of Cost Account at the rate of Eight Shillings per pagoda will amount to the Sum of Seventeen Pounds Eighteen Shillings and five Pence half Penny Sterling Money of Great Britain as by Account Current duly Stated and Signed by the said Thomas Charles Defendant may more fully and at large appear Your Orator most humbly Complaining unto your Honble Court hereupon and Praying Process of Subpoena to be Issued out of this Honble Court directed to the said Thomas Charles Commanding him thereby Personally to be and Appear before this Honble Court at a Day and Time to be therein Limited to Answer the Premises and to Stand to and Abide such Order and Decree therein as to this Honble Court shall seem meet and your Orator shall pray

[illegible]

Whereupon the Worll Court doth appoint upon the petty and Ex Parte
Petition and Motion that the said Charles Smith may pass the Corporal Oath in due
and lawful manner make to all and singular the Matters and things herein specified
and set forth to be fully and effectually to all intents and purposes as the said
hereinafter specified and mentioned and the Master to pay to Peter Carter the sum
sum of Forty four Pounds fourteen pounds one Shilling with all costs and
charges thereof Expended and Incurred

And it is further Ordered by the Worll Court that the said Charles
Smith do be summoned and required by the Sheriff of Portsmouth or his Deputy
Hereupon and the Defendant hereof personally to be and appear at the Court
House Two Days to be held by the Worll Court Inquiries and Report the Matters here to
Parties Ex Parte Petitioner Complainant and further to stand to and abide
such Order and Decree as the Worll Court shall think fit

Wm Cranmer

Master for the Complainant

(D.r) Mr. Charles Lowth on Account Curr.t

1761 October	20	To Cash pd to Your Employer Per order of Your Servant Andrapah	2	
November	24	To Ditto to Andrapah		5
December	17	To Ditto Ditto		65
	19	To Sundrys delivered to the said Andrapah 1762 viz.t		
		To 1 Piece of Durra	2 27	
		To 1 Turband	2	
		To Ditto of Taffaty	2	
		To an Assignation assigned by Andrapah to receive from Mackow	13	
1762 January	22	To Sundrys delivered to the said Andrapah	21	27
		To 1 Suit of Clothes	18	
		To 1 Flask of Rose Water	1 18	
March	11	To 2 Turbands delivered unto the said Andrapah		2
April	9	To 2 Shawls Ditto		3 27
				27
December	8	To the Assignation which Chunnaw Assigned upon the said Andrapah		8
1763 January	18	To Interest on the following Sums to 8th Jan.y last Viz.t		
		Page 2 Cash 6th 28th days		
		2	1 1 18	7 32
		50	1 6 17	6 7 42
		65	1 8 28	9 24 18
		21 27	1 3 14	3 20
		2	1 A 16	7 14
		8 27	1 3 3	12 33
		27	1 2 7	2 12 12
		8	6	11 31
				Pagodas 109 18 32

Wells Fargo & Co.

468.

Rd & Dd & filed
13 June 1764

Replication of Charles Smith of Shadoxe Merchant
Annexed to the Answer of Stephen Hayward
of Shore Merchant &c.

This Repliant now and at all times hereafter saving to
himself all and all manner of Exceptions and Advantage of Exception
many Errors Insufficiencies and Uncertainties and Imperfections in the Said Answer
thereunto as for that the said Answer is very Uncertain and Insufficient in the Law to
Replied unto and this Repliant further Saith that hee maintaine and
to the Defendant as Setforth by him in the Account Annexed to the Defendant
Cross Bill which this Repliant Most Humbly Conceives ought to be Sufficient
upon the bare Light of it being so plain & Judgment to the Defendant the
Charge this Repliant maketh Answer with Indempnity This Repliant Craves
as appears by the Account thereof which this Repliant has no Manner of
Evasion whatever And this Repliant Says as aforesaid by his Said Bill he has
already And doth and will ever Aver all and every Matter and thing therein
Contained to be true with the same Certainty and Perfection as if the same were
Severally Pleaded Shewed and Expressed

Archdle Palmer
Attorney for the Repliant

Read and filed &
Ter en Cur 12th June 1764

Answer of Charles Smith of Shadoxe Merchant
to the Cross Bill of Complaint of the same place
Merchant

This Defendant now and at all times hereafter saving &
Reserving to himself all and all manner of Exceptions and Advantage of Exception
to the many Errors uncertainties and Imperfections in the Said Bill Contained
for Answer thereunto or unto so much thereof as this Defendant is advised Is
material or necessary for him to make Answer unto He this Defendant Answereth
and Saith that he is ready & willing to Join in Issue with the Said Complainant upon
Said

1854

Sworn before me
12th January 1854

Charles Smith

Filed 11th Sept 1854

Portsmouth
11th Septr 64

1771

Lord Bow Rowland Scrimshaw Bart and Sarky Over The Replyant and the Defendants Pedlash Shewed Andropah Sill Ded and adjusted their Accounts were which Came the Replyant hadth had no dealings with the Defendant Mat Sir Scrimshaw Bow alone with the Said Andropah the Defendants Pedlash that the said Pedlash Andropah was the Person that Did the Samovar the Carband and the Prapata to the Replyant and not the Defendant at which time the Replyant told the said Andropah that there was a Ballance due to him the Replyant from him the said Andropah and that there ought to be by him accounted to him and that as soon as the Replyant could Dispose of them they would Settle their Account which the said Andropah agreed to and Some Demand before the Disposal of the said goods that to the said Andropah regardless of the Samovar the Demand payment of the Sum of Forty Rogoes twenty Copecs and fifty Cop from the Replyant before the said Goods were disposed of then the Replyant told the said Andropah that there was a Ballance due to them to which the said Andropah made Answer that the said Goods belonged to her Master the Defendant and if the Replyant did not immediately Pay them He Would go and make a Complaint to the Czar against them upon which Words the Replyant Went to the Defendants and formed them with the Transactions with the said Andropah her Pedlash and that there was a Ballance due to him the Replyant which was the first time that the Replyant spoke to the Defendant from the time he had dealed with the said Andropah

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

Wm Cranwell
Attorney for the Replyant

Ufsa

Filed in this Office
2 April 1765

The Replication of Thomas Smith of
Hedon Merchant to the Replication given in
by the same plaintiff Merchant

The Defendant by protestation not confessing or acknowledging all or any of the matters and things in the said Replication contained but craving leave to put in his Rejoinder thereto for Replication and he the said Answer as he by his said Answer he hath before said and doth and doth now and maintain all and every thing and things therein to be true and certain in such manner and form as they and every of them are therein alledged and expressed

All which matters and things the Defendant is ready to aver maintain and prove as this Honble Court shall direct and humbly prays to find for the said Answer to be hence dismissed with

Costs Salmon
Attorney for Defendant

Interrogatories to be administered to
Witnesses to be produced on the Part and
behalf of the Plaintiff Thomas Smith
the Younger Clerk Administrator with the Will
annexed of Richard Hodgson late of Hedon
in the County of York Gentleman deceased
and Executor of the Will of Richard Hodgson
late of Hedon aforesaid Gentleman deceased
in a Cause depending and at Issue in this
Honble Court between the said Plaintiff
and Thomas Hodgson Merchant
Defendant

Indispatch
Examination
Cross Examination
Publication
Witnesses

1st

Do you know or do you believe that the Complainant

1854

On the Hill of these Interrogatories on the part of the Complainant

Interrogatory 1st Do you know or believe that the Complainant is the true and lawful owner of the Property in the Pleadings mentioned and Whether Do you verily believe that the Complainant has been in the Possession of the said Property for the Space of Twenty years last past or for any and what Space of Time

1734

Compared with the Oath made by the Plaintiff and Three of Hindoo Deponents
Sworn &c on Thursday Sept. 1734 and Examined Exam'd as follows

A. To the first Interrogatory the Deponents saith he does Know the Complainant & Defendant & Speaks as Knowledge

To the Second Interrogatory the Deponent saith he did sell about three Chow ages
the Complainants Lands three Pieces of Gold Cloths to the Defendant value fifteen
twenty Pagodas and Eight Cash which Cloths were the property of the Complainant
and were sold by the Deponent on the Account of the Complainant and the Com
plainants Expence

To the third Interrogatory the Deponent saith there were accounts passing
between him and the Defendant and no other between the Complainant and the
Defendant to this Deponents knowledge three Pieces of Gold Cloths purchased by the Defendant
for which the Defendant has not yet paid Cash nor the Deponent deposeth not
to know or to the last Interrogatory

Richard Sathom

Examined

Kings Court at
Madrespatnam

Between Charles Smith Complainant
and Angadoy Defendant

Deposition of Witness taken on the Cause depending before the Examiner on the
Court as follows

Venkatashellum of Madras Pedash Age 29 Years a Witness duly produced
as a Witness on the Cause on the part of the Complainant sworn on the Holy Gospels
shewn at the Office of Mr. William Cowell & Alexander Brown by Interpret
who first made of the Name Caste and Place of abode of the said Deponent
aforesaid on the same day being sworn and Examined upon the following
Interrogatories

To the first Interrogatory the Deponent saith he knows the Complainant
Evan and the Defendant & Evan as follows

To the fourth Interrogatory the Deponent saith he never heard of the
Parcel of Gold Cloths said to be sold by the Complainant to the Defendant

1734

on the Tenth of February 1762 at the Complainants house, but that he was on another Day
after the said time, and after the Subpoena and Copy
for the Defendant Gold Clarke to Reply on the Part of the Complainant, and
did then Depose to be true on Record, that the Defendant had passed a per
of the Amount of the said Gold Clarke. Wherefore Deposeth and saith as this
the last Subscribing.

Richard Latham

H. Vansittart

Commr.

Jno Depositions taken by Order of Court
2 August 1766

J. H. Stone
Dep. Clk

Benjamin Clarke Smith Complainant and
Sworn Deponent

Deposition of Witness taken on the Part and before the Commrs
in this Cause pursuant

Nathaniel Marsac Merchant duly sworn on the Holy
Evangelists deposeth the Complainant was the Indorser of
a Note of Hand for £200 Sterling drawn by Mr Thomas Gray
of Boston at the Request of Mr Matthew Connelly Attorney for the Defendant
to Benjamin Clarke Smith of the Town Talbot and Province aforesaid
Deponent knows the Contents of the said Note of Hand
as this Deponent hath often seen the same
and further saith

Cross Examined

The said Deponent saith he was present when the Complainant
the Defendant & Thomas Clarke
the said Deponent saith he was present at the Indorsation
Note of Hand made by the Dutch Undertaker to the Defendant
in the Month of January 1762 the said Dutch Undertaker and Gold
Clarke to the Deponent on the part of the Complainant in this Cause
was the People present at the Complainants House when the said
said parties Contract or Bargain was made for the purpose thereof the
Deponent

1816

Richard Latham
Esquire

Mayor Coverlad
Aldermen

Monday the 5th day of August
Anno Domini 1816

Present

L.S.D. Arthur Cuthbert Esquire Mayor
Thomas Tanner ___ Anthony Sanders
Francis Sandon ___ Aldermen

Mr. Edwards

Between Charles Hopkins Master
Merchant Commander of the Ship called
the Queen of the Seas Merchant Defendant
And

Mr. Edwards having made his Complaint and Declared to the Court that the Defendant hath been served with a Copy of the Writ of Summons issued against him in this Cause and hath not appeared thereto nor hath any Bail been put in for him and the Plaintiff having prayed Judgment against the Defendant by Default

It is Ordered that the Plaintiff do recover against the Defendant the Sum of Forty Pounds and Twenty four Pounds for Expenses of Suit

677.

Sack Schedule now produced Examined Compared & Signed by Us

Pay Office
the 24th July 1786

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

The Petition of Joseph Smith Esq^r Late Paymaster of the Garrison of Tellicherry

Humbly Complaineth unto this Hon^ble Court That your Petitioner did Lend and Deliver unto Edward Davis late Resident at Tellicherry on the Coast of Malabar and Head Pagoda Merchant of the same Place on the 24th day of February One thousand seven hundred and Sixty two the Sum of Two thousand Pagodas Current in Exchange of Your Orator the Sum of One hundred Star Pagodas making in Sterling Money of Great Britain after the rate of Eight Shillings per every Pagoda the Sum of Sixty Pounds by which Said Writing Obligatory he promised to pay your Orator the said Sum on demand with Interest after the rate of Eight Pagodas per Cent per Annum And Whereas your Orator hath frequently and in an amicable Manner required Payment

But true it is and may it please this Hon^ble Court the said Vezeragavoze absconding and wilfully refuses to give Your Orator any Manner of Satisfaction touching the Premises Your Orator prays at Several Times such Process of this Hon^ble Court shall Appear agreeable to Equity and good Conscience to be Used therefor that the said Vezeragavoze may upon his Corporal Oath true 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 interrogated and he decreed to pay unto Your Orator the aforesaid Sum of One hundred Star Pagodas with all such Interest as now is or shall hereafter grow due thereon and the Costs of this Suit

May it please this Hon^ble Court to cause the said Vezeragavoze to be Summoned to appear by the Sheriff of Malabar Coast & Countries thereunto belonging or his Deputy or Deputies personally to be and appear before

Mayor's Court of Hudsonsplatsonne

Thursday the 15th day of August
Anno Domini 1766

Present
William Eastbert Esquire. Mayor
Peter Manville — Barnard Sadler
Edward Antony — Aldermen

Simeon Seward Esqr of Fort
Dan Davis Inhabitant Complainant
and Thomas Thompson Defendant

The Defendant having been Called and Solemnly Exhorted by the Complainants Counsel But Called doth Default & Is Order'd and Decreed and doth accordingly Order and Decree, that the Defendant shall Answer the Complainant the full and just Sum of One Hundred Star Pagodas Principal together with such Interest as shall hereafter become due thereon until full payment is made to the Complainant

By Court

To the Honorable the Mayor
Court at Madrasapatnam

Humbly Complaining Sheweth unto the Honorable Court Your Orator Lewis Frances of Madras Merchant That Francis de Seaba late of Macao but at present of Madras Merchant stands indebted unto Your Orator in the Sum of Eleven hundred Dollors which Sum at the Exchange of Sixteen Pollors per every Sycadar makes six hundred Eighty seven Sycadars and Twenty One fanams and on Mooley Money of Good Rates after the rate of Eight Shillings per Dollor the Sum of Two hundred seventy four Pounds sixteen Shillings and upwards according upon an Obligation bearing date the Fifth day of February 1716 by which said Mooley Obligation the said Francis de Seaba promises to pay to Your Orator for and in Consideration of Francis Lewis of Macao Merchant the Principal Sum of One thousand Dollors with the fourteenth part of One Cash in one Month after the Arrival of the Ship Nossa Senora de Madras into this Road Your Orator shewth and the said Ship Arrived the twelfth day of May in the present Year 1719 Whereas Your Orator hath frequently paid in an amicable Manner requested Payment

But now so it is and may it please the Honorable Court the said Francis de Seaba absolutely and wilfully refuses to give Your Orator any Manner of Satisfaction touching the premises Now Your Orator prays all and singular which to the Honorable Court shall appear agreeable to Equity and good Conscience the Said Premises and the said Francis de Seaba may upon his Corporal Oath true and perfect Answer make to all and singular the Matters and things herein before set forth and charged as fully truly and Effectually to all intents and purposes as if the same were here again repeated and interrogated and he Decreed to pay unto Your Orator the aforesaid Sum of Eleven hundred Dollors with all Costs of Suit as above or shall hereafter prove due Therein and for the Said Herein specified the Said Court Summons and Arrest the Body of the said Francis de Seaba to be Summoned and arrested by the Sheriff of Madras Peons Sum of Madrasapatnam and the Cavelly Burg Immediately to appear before the Said Court also further Summons and Order to be by the Said Court prepared and granted

1765

Appeared the above named Lord Arthur Loftus Esq. Major of the Royal Irish Regiment of Foot

Sworn before the Court this 26th day of August 1765

Chas. Bromley
Attorney for the Complainant

Arthur Loftus Esq. Major

Major Court of Marshalsea

Tuesday the 26th day of August
Term Prosecuted

Lord
Arthur Loftus Esquire Major
John Johnson ——— Thomas Bromley Esq.
Sir Henry Gaslin ——— Aldermen ——

Major Loftus

Whereas Lord Arthur Loftus Esquire Major of the Royal Regiment of Foot commanded by Colonel Lord Robert Manners and Thomas Bromley Esq. Attorney for the said Lord Arthur Loftus Esquire Major of the said Regiment have this day exhibited their Bill of Complaint in this Court against Thomas Hall late of the City of Dublin Esquire Deputy Paymaster of the Forces in Ireland and

1781

Read 1st Time
22nd July 1766

To the Right Hon.ble the Mayor Court
of Madras Aforesaid

Humble Complaint

Of [illegible] Humbly Sheweth to this Hon.ble Court that
on the [illegible] day of May in the Year of our Lord One thousand Seven hundred and Sixty five Advance
Money he Your Orator Obtained a Bond from Madras Merchant the Contents
whereof [illegible] Your Orator Humbly Prays that the Said Bond may be Produced
in Court and Your Orator be Relieved Therein According to Equity And Your
Orator as in Duty Bound will Ever Pray &c.

Madras the 22nd July 1766

Read a Second Time

Madras the 22nd July 1766

Ordered that the Defendant do Answer the Complaint of the Plaintiff
Within Ten Days from the Date hereof

By Order of the Court

Geo. Pigot Esqr. Governor

Madras the 22nd July 1766

Ordered that the Plaintiff do Serve the Defendant with a Copy of the
Complaint and Order of Court Thereon

By Order of the Court

Geo. Pigot Esqr. Governor

Madras the 22nd July 1766

Ordered that the Plaintiff do Serve the Defendant with a Copy of the
Complaint and Order of Court Thereon

By Order of the Court

Geo. Pigot Esqr. Governor

Madras the 22nd July 1766

Ordered that the Plaintiff do Serve the Defendant with a Copy of the
Complaint and Order of Court Thereon

By Order of the Court

Geo. Pigot Esqr. Governor

Madras the 22nd July 1766

Ordered that the Plaintiff do Serve the Defendant with a Copy of the
Complaint and Order of Court Thereon

By Order of the Court

Geo. Pigot Esqr. Governor

1803

Robert Gill Esquire and Roger Dixon for himself and for Jay Cook the Assignee thereof
in pursuance of an Order of this Court of the 20th day of June last made upon the
Petition of the said Jay Cook as by the said Order now remaining of Record in this
Court may more fully appear Humbly Complaining Shewing unto your Honours that
the said Robert Gill and Roger Dixon did on the 20th day of June last exhibit their
Petition to this Honble Court Setting forth that by Indenture of Lease and Release
bearing Date the 19th and 20th days of June 1801 and made between Thomas Hyde
Villiers of the City of Westminster Esquire of the one part and the said Jay Cook
of the City of London Merchant of the other part for the Consideration therein
mentioned the said Thomas Hyde Villiers did grant bargain sell release and confirm
unto the said Jay Cook his Heirs and Assigns All that Messuage or Tenement
Situate lying and being in Great Russell Street in the Parish of St Giles in the
Fields in the County of Middlesex and all Houses Outhouses Edifices Buildings
Yards Gardens Ways Waters Watercourses Easements Profits Commodities
Advantages Hereditaments and Appurtenances whatsoever to the said Messuage
or Tenement belonging or appertaining or therewith or reputed to be held used
occupied or enjoyed as part parcel or member thereof or appurtenant thereto
And all the Estate Right Title Interest Use Trust Property Possession Claim and
Demand whatsoever of him the said Thomas Hyde Villiers of in to or out of the
same premises To have and to hold the said Messuage or Tenement Hereditaments
and premises thereby granted or mentioned or intended so to be with their and every
of their Appurtenances unto and to the use of the said Jay Cook his Heirs and
Assigns for ever subject nevertheless to the Proviso or Condition for Redemption
thereinafter contained on the Payment by the said Thomas Hyde Villiers his Heirs
Executors Administrators or Assigns unto the said Jay Cook his Executors
Administrators or Assigns of the Sum of Two Thousand Pounds of lawful Money
of Great Britain with Interest for the same after the Rate of Five Pounds per
Centum per Annum on the Twenty first day of June which should be in the Year
of our Lord One Thousand Eight Hundred and Two as by the said Indenture
relation being thereunto had may more fully and at large appear And your
Petitioners further Shewing unto your Honours that the said Thomas Hyde
Villiers hath not yet paid the said Sum of Two Thousand Pounds or any part
thereof to the said Jay Cook his Executors Administrators or Assigns but
hath made Default in the Payment thereof and that the said Jay Cook hath
lately assigned the said Indenture of Lease and Release and the Premises
therein mentioned to your Petitioners and that the said Thomas Hyde Villiers
hath been duly served with a Copy of the said Order and hath appeared to the
same and that your Petitioners have been informed that the said Thomas Hyde
Villiers hath since the Date of the said Indenture of Lease and Release
mortgaged the said Messuage or Tenement Hereditaments and Premises to
Thomas Sykes of Manchester in the County Palatine of Lancaster Esquire
and that the said Thomas Sykes hath entered into the Premises and is in the
Possession thereof and that your Petitioners have been informed that the said
Thomas Sykes hath lately been appointed Manager of the Estates of the
Duke of Bridgewater and that he resides at Manchester aforesaid and that
your Petitioners have been informed that the said Thomas Hyde Villiers
hath since the Date of the said Indenture of Lease and Release mortgaged
the said Messuage or Tenement Hereditaments and Premises to Thomas Sykes
of Manchester in the County Palatine of Lancaster Esquire and that the said
Thomas Sykes hath entered into the Premises and is in the Possession thereof
and that your Petitioners have been informed that the said Thomas Sykes
hath lately been appointed Manager of the Estates of the Duke of Bridgewater
and that he resides at Manchester aforesaid and that your Petitioners have
been informed that the said Thomas Hyde Villiers hath since the Date of the
said Indenture of Lease and Release mortgaged the said Messuage or Tenement
Hereditaments and Premises to Thomas Sykes of Manchester in the County
Palatine of Lancaster Esquire and that the said Thomas Sykes hath entered
into the Premises and is in the Possession thereof and that your Petitioners
have been informed that the said Thomas Sykes hath lately been appointed
Manager of the Estates of the Duke of Bridgewater and that he resides at
Manchester aforesaid and that your Petitioners have been informed that the
said Thomas Hyde Villiers hath since the Date of the said Indenture of Lease
and Release mortgaged the said Messuage or Tenement Hereditaments and
Premises to Thomas Sykes of Manchester in the County Palatine of Lancaster
Esquire and that the said Thomas Sykes hath entered into the Premises and
is in the Possession thereof and that your Petitioners have been informed that
the said Thomas Sykes hath lately been appointed Manager of the Estates of
the

1764

with Interest thereon, as the Master when Purchased the said Cloves long Interested for some Account of Mahomet the Above Mary and Two on the part Hagie Ibrahim from Macao to Madras the use of Mary to be Credited on Goods exported to Europe thereon Now to recruit the Goods to the said Mr Pigot to Send away Onward by the Ships to be on Account of the said Gentlemen when Sold all Charges on the part of the said Ships to their Port of Madras to Pay the said Mary for Mandoes Exports with Interest of Forty Pond to the said Gentlemen or who shall present this to the Provider it be by the Consent of the said Mr Mathew Thomas to the truth whereof I have Set my hand to two of this Tenor and Date, the One to be Compleat & the other Void Madras 28th May 1765.

(Signed)

Francisco de Souza

A True Translation as near as can be from the Original Portugeze by

Francis Henry Isaac Interpreter

John Sykes
Attorney for the Complainant

Mayors Court at Madras

Tuesday the 2d day of September Anno Domini 1766.

Present

Sr Hector Cuthbert Esqre Mayor

John Delapaine Thomas Parmer

Richard Benyon Charles Smith

Aldermen.

Mayors Court

Benjn Torriano Gilchrist Register

1785

Merchant Complainant and Francisco
Dedabra Cachy of Macao Subscriber of Madras
Merchant Defendant

Appearing by the Records of this Court that the Defendant hath
been served with the Usual Rules to Answer the Complainants Bill, but wilfully and
obstinately refusing so to do, This Court doth therefore think fit to Order and Decree
and doth accordingly Order and Decree that the Defendant shall pay unto the Com-
plainant the Sum and Sum of Five hundred Pagodas Pagodas 500 — the
Interest on the said Premium and Interest as aforesaid hereafter becoming due
thereon, until full payment is made, according to the Tenor of the Obligation annexed
to the Complainants Bill and all Costs of this Suit

Decree

Read & Filed
this 28th Sept. 1762

To the Honble the Mayor &
Court at Madraspatam

Humbly Complaining Shewn Unto this Honble Court
Your Orator John Call Esquire of Madraspatam Engineer in Chief That Whereas
Romanay Cuddada Comeram Pedar Saupa Merchant Hereinafter to Your Orator
in Justice Owed and paid Sum of two thousand Nine Hundred and Ninety Eight Pagodas
and half one hong at Eight Shillings each Pagoda the Sum of One thousand one
Hundred and Ninety Nine Pounds and Eight Shillings Sterling Money of
Great Britain, as will more fully and at large appear by Schedule of the Obligation
with Leave for things hereunto annexed for the Inspection of this Honble Court
to which Your Orator humbly refers Wherefore may it please this Honble Court
of this Your Orator Bill of Complaint

Pardon Sir may it please this Honble Court that the Your
Orator hath frequently and in an Amicable Manner demanded payment of the
aforesaid Sum of two thousand Nine hundred and Ninety Eight Pagodas and half
one

and the Defendant Sir Thomas Hesketh Bispham Knight, that the said Defendant may personally be and appear before Our Justices at Our Court of Common Pleas at Westminster on the Morrow of All Souls wheresoever Our said Court shall then be in England to answer unto Our Complaint exhibited against him in Our said Court before Us in a Plea of Trespass and Ejectment and further to do and receive what Our said Court shall then and there consider in this behalf And have you then there this Writ

Witness Our Self at Westminster the 14th day of October in the Year of Our Reign

By the Court

Pigott

Middlesex } The Jurors of Our Lord the King upon their Oath present that Sir Thomas Hesketh Bispham Knight late of the Parish of Saint Martin in the Fields in the County of Middlesex Esquire on the first day of October in the Year of Our Lord One thousand seven hundred and fifty six with Force and Arms at the Parish aforesaid in the County aforesaid did enter into and upon a certain Messuage with the Appurtenances situate lying and being in the Parish aforesaid in the County aforesaid and then and there being in the Possession of one Thomas Bowen Gentleman by the Demise and Lease thereof to him made by the said Sir Thomas Hesketh Bispham for a certain Term which is not yet expired and the said Thomas Bowen from the Possession of the said Thomas Bowen of the said Messuage with the Appurtenances then and there unjustly and with Force and Arms did eject and amove and him the said Thomas Bowen then and there unjustly and with Force and Arms did expel and amove and other wrongs to the said Thomas Bowen then and there did to the great Damage of the said Thomas Bowen and against the Peace of Our Lord the King now that the said Thomas Bowen hath Sued forth his Writ against the said Sir Thomas Hesketh Bispham and hath pledged Bail to prosecute his Suit against him if he shall appear and the said Sir Thomas Hesketh Bispham hath been summoned to answer the said Thomas Bowen of a Plea wherefore with Force and Arms he entered into the Messuage with the Appurtenances aforesaid which the said Thomas Bowen holds for a certain Term which is not yet expired and ejected and amoved him from his Possession

In Interpretation thereof

Signed Arbona By the Consent of Annany Guddala Goravan

Cudar Pangira

Mr Call shall Receive the Money according to the above Obligation

Dafsanapah Chitty

(Now Translation from the Original in Malabar as near as can

be by Canapah Coan Interpreter.

William Bishop

Manager for the Complainant

Filed and fyld
28th November 1763

Sir Thomas of Common Pleas Puisne Justice of
Madras Marchant Defendant to the Bill of Com-
plaint of John Call of the same place Engineer in
Chief

This Defendant now and at all times hereafter saving and
reserving to himself all and all Manner of Benefit and Exception to the many Errors
Uncertainties and Imperfections in the said Bill contained for Answer thereunto or unto
so much thereof as this Defendant is advised is Material for him to make Answer unto
this Defendant Answereth and saith that he does not know nor has cause to make
to the Consistence Dasapah Chitty as set forth by the Complainant But on the Contrary
that he is only entitled to the said Dasapah Chitty on the Sum of One Hundred
and Ninety Pagodas and Consequently appears Upon a Demand of the several Securities
that have passed between the Defendant and the said Consistence Dasapah Chitty on the
Ground thereof Demands Answer Pardon Order to set forth to the Court the
Estate and Circumstances of the Complainants Answer For Defendant would Observe
to the Court and that the said Allegation the said Dasapah Chitty has
furnished the Complainant with to the Defendant upon the neither signed

by

1849.

Know ye that we are bound and firmly bound unto the Right Honble Lord Stuart de Decies and Family in the Sum of Two thousand pounds Stg to be paid to the said Lord Stuart de Decies his Heirs Executors Administrators or Assigns for which Payment well and truly to be made we bind ourselves our Heirs Executors and Administrators jointly severally and firmly by these Presents Sealed with our Seals and dated this Twenty Second day of March in the Year of our Lord One thousand Eight hundred and forty nine

The Condition of the above Obligation is such That whereas the above bounden Patrick Power of Kilmeaden in the County of Waterford Farmer hath applied to the Right Honble Lord Stuart de Decies for the Loan of the Sum of Two thousand pounds Stg for the purpose of enabling him to emigrate with his Family to some Foreign Country and the said Lord Stuart de Decies hath agreed to lend the said Patrick Power the said Sum of Two thousand pounds Stg upon the Security of these Presents and upon the said Patrick Power entering into the Bond or Obligation hereunder written Now if the said Patrick Power his Heirs Executors Administrators or Assigns shall and do well and truly pay or cause to be paid unto the said Right Honble Lord Stuart de Decies his Executors Administrators or Assigns the full Sum of Two thousand pounds Stg of lawful Money of Great Britain and Ireland at the Dwelling House of the said Patrick Power in Kilmeaden aforesaid on the Twenty Second day of March which will be in the Year of our Lord One thousand Eight hundred and fifty four without any Deduction or Abatement whatsoever for Taxes or otherwise howsoever Then the above written Obligation to be void and of none effect but otherwise to remain in full force and virtue

Sealed and Delivered
in the Presence of
Thomas Power
Patrick Power

Thomas Power
Patrick Power

Know all Men by these Presents that we Patrick Power of Kilmeaden in the County of Waterford Farmer and Thomas Power of the same Place Farmer are held and firmly bound unto the Right Honble Lord Stuart de Decies in the Sum of Two thousand pounds Stg to be paid to the said Lord Stuart de Decies his Heirs Executors Administrators or Assigns for which Payment well and truly to be made we bind ourselves our Heirs Executors and Administrators jointly severally and firmly by these Presents Sealed with our Seals and dated this Twenty Second day of March in the Year of our Lord One thousand Eight hundred and forty nine

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Sealed and Delivered
in the Presence of
Thomas Power
Patrick Power

Thomas Power
Patrick Power

690

January the 1st 1758

Anna Otto Sojourner Defendant Sworn
Ludovicum Wadelan Signed
Da. Ho. Maddox Clerk Signed
Attorney by Consent of Plaintiff Sworn
Clerk Signed
Attorney Sangamon County Signed

Anna Otto Sojourner from the Original in Custody of Sheriff of
Sangamon

Archibald Salmon
Attorney for the Defendant

Dr. Rajaswapa Chetty. Cr.

1756					1756					
Feb.	15	To Cash Pattivar Rangapa Chetty on Account of Cost			152	Feb.	16	By Pattivar Chetty Account for the Ship Ville with My Brother without Company my Account and Risk on Voyage from Bay Bengal to Fort St. David		
Mar.	10	To Cash remitted by him on Account Cost the Ville	200						297	13
	19	To Ditto paid Duties & Charges		150						
Apr.	16	To Cash paid him		100						
	20	To Ditto paid him on Account 1500 C. Sugar 375 Bags		100						
		To Ditto paid Pattivar for Brokerage on the Account		5						
		To Ditto paid him for Freight Cost 1500 C. Sugar		6-2-60						
	22	To Ditto paid Cost of 10 Tapers & Long Pole		4-28-80						
		To Ditto paid Cost Pattivar Pillay Dubashy Rangapa		11-26-80						
		To Ditto paid Cost Pattivar Rangapa Chetty for Incidents Vol. Rangapa		6-24	200	2-60				
1757		To Cash paid Pattivar Rangapa Chetty on Account of the fourth Voyage		20						
		Home								
May	5	To Cash paid Cost Pattivar Rangapa Chetty for 2 p. Dandy & Flask		1						
Sept.	16	To Cash paid him for Gold Thread bought of them		15						
		To Ditto Loss of Cash		2-10-80						
Oct.	20	To Cash paid to Account Rangapa Chetty on his Acct		10						
		To Cash paid him		2	54	10	80			
1758		To Cash paid him on Account of the fourth Voyage		28						
		Home								
May	28	To Cash paid to Pattivar Rangapa Chetty on his Account		100						
		Carried Over		Rupees						

1756										
Feb.	16	By Pattivar Chetty Account for the Ship Ville with My Brother without Company my Account and Risk on Voyage from Bay Bengal to Fort St. David							297	13
1757										
Jan.	25	By Charles Boucher Esqr paid him on My Account							145	
1758										
Jan.	20	By Cash Ramapa from			200					
May	18	By Ditto Ville			7					
	28	By Ditto Ville			8					
June	5	By Ditto Ville			175					
Aug.	29	By Ditto Ville			100				440	
Aug.	12	By Gold Thread bought of them			29					
	15	By Cloth and Turbans of Masulipatam		12-28-40					42	28	40
Sept.	20	By Cash remitted him per the Pattivar of Cost Shamier Sail on my Account of Cloth			200	5				
Aug.	30	By 10 Pieces of Red Handkerchiefs bought of them			55-28-40				253	28	40
		Carried Over		Rupees						

Brought Over Pagodas

1760					
May	28	To Cash paid for Masulipatnam Rice and bought of them			
Aug.	27	To ditto paid to Mr. Hope on his Account	180		
Oct.	6	To ditto paid him	150		
	10	To ditto ditto ditto	50		
	28	To ditto paid to Mookapah on his Account	5		
Nov.	7	To Cash paid him	40		
1761					
March	5	To Cash paid to Coja Abraham for Rattans of his Cutting as per Contract by Mr. Swampa Chetty	5	430	20
April	2	To Cash ordered by him on Account of Ship Castle Long Horn	20		
May	22	To Cash paid to Money Vencka on his Account	20		
	24	To Cash paid him Chery Chetty	100		
	29	To ditto ditto ditto	100		
		To Cash was Ordered by him for Wedding Charges	10		
		To Cash paid him	6		
		To Ballance from Mr. Gingham D.d Chace	6		
Aug.	1	To Cash paid to Ramchunder Chetter by his Order	20		
	25	To ditto paid to Coja Shamuel Lisbon for his Ballance			
		To Cash Credited by Him by Ditto Charges Vide Ms.	5	201	20
		Carried Over Pagodas		2259	27

Brought Over Pagodas

1762					
July	1	By 1 Cage of Mamies bought of them	17		
		By Cash Received of them on Bandy Hire	3	20	
		Ct. Cash at several times			
				87	
				80	5
		Carried Over Pagodas			

		Brought Over Pagodas		1252-27
		Ditto by Cash paid him to Manage Journall by his Order	200	
		Ditto paid to Sinka Chetty	Ditto	110
		Ditto Ditto to Sinka	Ditto	30
		Ditto to Ramala Richard Cabel to Pollegar		10
		Ditto Cash		
		Ditto to Journy Cabel to Pollegar of Tennall		5
		Ditto to Timbra Chetty by his Order		15
		Ditto to the Head Shastabank of Dow Cabah		10
		Ditto to the Ramanya belonging to them		5
		Ditto to the Cabel Bank of Dow Cabah		10
		Ditto to Journy Cabel to Pollegar of Tennall		5
		Ditto to the Chief Shastabank of Tennall		2
		Ditto to Cabe Ayen		5
		Ditto Cash paid by Byrawapah Shetty for the Cast along Road		20
		Ditto Cash paid to Rama Mahachinnen Shastra		20
		Ditto Cash paid Sunnana Pullar		20
May	13	Ditto Ditto Appiah of Chetty by his Order		1
		Carried Over Pagodas		

		Brought Over Pagodas		1063 5
		Carried Over Pagodas		1063 5

		Brought Over Pagodas		
1762 May	6	To ditto Peonall and her Servant	5	
	16	To ditto ... Mogwall Pattah	5	
	25	To ditto paid them	20	
	28	To ditto ... ditto	15	
June	3	To ditto ... ditto	15	
	5	To ditto ... ditto	10	
	9	To ditto ... to Subscription Dancing for Charity of their Wedding to her Order	20	
		To ditto ... to Sapoys	10	
	20	To ditto ... paid them	25	
July	10	To ditto ... to Many Banks	8	
	28	To ditto ... to Sheik Ramapollah Exhibition of Two Elephants	20	
		To ditto ... to Hanga Mahashwara Pooshra	15	
Aug	5	To ditto ... to Sheik Ramah Pillah	20	
		To Exchange drafts from him on Account of the Hanover's produced the following for the Company	270	
			1005	
		Pagodas	2098	27
		By Bullion Rupees	190	10
		Pagodas	1907	17

		Brought Over Pagodas	1907	17

1875.

Rud Offd
1 Feby 1762

Replication

of Peter Coll of Madras Engineer
in Chief Complainant to the Answer of Governor
Pelan Despeak of Madras aforesaid Merchant
Defendant

This Replicant now and at all times hereafter saving and reserving
to himself all and all Manner of Advantage and Benefit of Exception to the many Errors
Insufficiencies and Uncertainties in the said Answer Contained for Replication thereunto he
the said Answer as very untrue doth Confess and to be Replyed unto and this Replicant further
saith that the Defendant Ludlow to the Replicant in the full and just Sum alledged in
the Bill of Complaint

This Replicant further saith he cannot help saying Admitted the
Defendant Allegation in his Answer to the Replicants Bill of Complaint to make Use
of this Honourable Court that his Note of Hand was not Signed by him or his Brother Nicholas
of their Voluntarily or by either of their free Will and Consent But the Signatures to the said
Note of Hand were Sign'd by the Replicant was Extorted by Compulsion of the Replicant
and his Notoriously Intoxicated by the Defendant to this Honourable Court without
any foundation whatsoever

This Replicant further saith he will Prove to the Satisfaction
Court when required that the said Nicholas the Brother of the Defendant the Defendant having
at that time absconded from his Creditors was Imployed by the Defendant to settle Compromise
and adjust the Defendants Debts with his Creditors and that in Consequence of Allegations
being signed by him the Creditors gave him a Letter of Licence which the Defendant
in his Answer mentions to be a Counterfeit

This Replicant further saith he will Prove and Publick
that the Consignees Despeak Chitty to put the Defendant prest to Mr Charles
Boucheron the Sum of One hundred and forty five Pagoda to release the Defendant from
his Confinement at Parkhurst Prison the Replicant humbly Conceives that he appear
Most Prison before this Honble Court the Defendant unjust Attempt to Calumniate
Replicant Conceives Fit in his Answer to the Replicants Bill that the Defendant
hath many Calumniations Expressed reasons to offer to this Honble Court why the
said Note of Hand ought

Peter

and Having an Honest Account of Business done and Cause to be for the Transferee without
Reasonable cause to Refuse a Receipter Could for the Transferee Such Transaction
The Applicant further avers that Your Honorable Court are
pleased to Admit the Defendants Plea and to Allow his Account Current Annexed to the
Answer of the Applicants Bill of Complaint as an Abatement to the Sale of Share of the
Defendant Yet Even so that Case the Defendant will Have Indebted to the Applicant
Jointly in the Sum of Two Hundred and Ninety Rupees and Four Annas which the
Defendant both Brought Upon to Account for his Account Current but also the Defendant
Have Indebted to the Transferee Partnership Firm in the further Sum of Two Hundred
and Fifty Rupees for Sale of Cloth which he Sold to the Transferee at the Same is
not yet Purchase and Remains Undischarged by the Transferee Firm and also the
Defendant Remains Indebted to the Transferee in the Additional Sum of Three Hundred
and Ninety Rupees which the Defendant Retains when Delivered in Pursuance to the
Partnership which Debts in the Applicant further Submits to this Honorable Court
are Shared in the Share of Account of the Defendant Amounting after due Process to the
Example of the Defendants Note of Hand Duly Executed by Charge in any Shape
can be Admitted as Statement to the Defendants said Note for on that Case the Defendant
may Furnish this Honorable Court with Relevant Charge or Exemption.

And the Applicant further Submits that the Defendant also Stands
Indebted to the Sum of Two Hundred Rupees Note of Hand to the Order of the the Defendant
Account Current which the Applicant Submits to this Honorable Court to Show the
Correctness and Falsity of the Account Current the Applicant Prays to Substantiate
against the Legal Demand of the Applicant by the Defendant Said Note of Hand
The Applicant Humbly Prays this Honorable Court to be well Admit
of the Transferee Purpose Duly to Amend the Applicant with an Account Stated by
him of such Transaction as Shall Passed pertaining to the Sale of the Defendants Note of Hand
to the Transferee Purpose Duly the Applicant therefore prays the Injection of
this Honorable Court to the Said Account Current to be the Application of Purpose
Duly against the Defendant

The Applicant further Submits that Purpose Duly
Shall Given the Defendant Credit for all Amount by the Orders which the
Defendant Charge in the Account Current Annexed to the Answer and the other
Said

Sept

Said Papiah Chetty doth the Defendant for many Articles mentioned by him to be
wherein he is ready to prove when Called upon to and the Defendant Cannot come
to a Statement to the Defendants Note of Hand the Defendant in said Ballance allowed
to amount a Considerable Debt to the Complainant Papiah Chetty the Complainant craves leave
to Refer to the Complainant Papiah Chetty Two hundred and fifty Pagodas charged to the Account of Papiah Chetty on the Tenth of
January one Thousand seven hundred and fifty eight by the Defendant in the Account Current
Annexed to his Answer which was Exchanged the Complainant is now ready to be produced
and will appear before this Honble Court that the Defendant hath not discharged the said
Obligation in Like Manner doth the Complainant object and Contradict all the following
Articles and Sums which the Defendant doth in the Complainant Papiah Chetty
in his Account Current Annexed to the Answer of the Complainant Bill of Complaint

The Replicant further saith the Articles of Incompetence
Dated April the Tenth one thousand seven hundred and fifty Nine also of Twenty
Pagodas Dated April the fourth one thousand seven hundred and Sixty also of Other
Twenty Pagodas dated April the Second one thousand seven hundred and Sixty One which
three Articles the Defendant Prays the same may be Cancelled out and struck out by the Order and
Direction of the Complainant Papiah Chetty as the Articles of the twenty fifth of
April of the same Year for Cash on Account of the Complainant Son Wedding to the
Amount of Forty Pagodas also for Cash on Account of a feast of Twenty Pagodas on the
Twenty sixth day of April One thousand seven hundred and Sixty two as also for
Packing Brokerage on Account of Cloves Complied to the fifth of August following
to the Amount of Two hundred and twenty Pagodas the Complainant Papiah Chetty
is ready to make appear before this Honble Court that the above recited Articles
Amounting in the whole to three hundred and Ninety Pagodas are false and
erroneous and untrue and the Replicant prays that this Honble
Court will not admit of a Debtor Charging his Creditor with Sums so arbitrarily
unless Authority or Vouchers are produced for the same under the hand of the
Complainant

The Replicant doubts not but this Honorable Court in
View of the Premises will Either decree that the said Papiah shall discharge
the Contents of this Obligation or that he shall pay the Ballance of the Account
Current

Account Annexed to the Replyants Bill with the Legal Interest due on the Defendants Note of hand inserted in the first Article on the Debtor side of the Replyants Account Annexed to this his Replication to the first day of February one thousand seven hundred and Eighty three Amounting to the full and just Sum with Interest and Principal of the Defendants Note of Hand in Ballance to three Thousand two hundred and fourteen Pagodas Nineteen fanams and Sixty eight Cash

All Which Matters and things the Replyant is ready to aver support and Maintain as this Honourable Court shall Law and Most

William Bishop
Attorney for the Complainant

Sold

Sr. [illegible] Imagnetter Crown Dutton (2)

1756 October	14 To Cash lent upon Obligation and by Bond		
1757 May	20 To ditto		
	15 To ditto		
1758 January	10 To ditto		
May	20 To 1 Piece of Canvas		
	To 3 Pieces ditto		
	10		
June	8 To 20 Yd Yard Cloth Cash Expenses		
	28 To Cash		
	To 1 Piece Paper Do		
	To 1 Piece of Blagg Binder		
July	5 To Cash		
	23 To Cash paid Mr Smithsons Account		
	1 Piece of Long Cloth 2 Calls		
	1 Ditto Ditto of 12 Calls		
	15		
	To 1 Piece of Long Cloth 9 Calls		
	20 To 1 Piece Long Cloth 12 do		
	To 2 do do 9 do		
	To 2 do do 2 do		
	To 1 do Salampore 9 do		
August	15 To Cash paid Mr Smithsons Account		
	9 To Cash Received of Mr Pagets Acct Compound		
	28 To Cash Received of Mr Sammy Fetherstonhaugh		
September	5 To Cash		
	6 To Cash paid Langford Cotton on his Account		
November	18 To 3 Pieces Salampore 9 Calls		
1759 April	9 To 1 Piece of Long Cloth 12 Calls received of Thomas Dutton		
May	12 To 1 do Salampore 9 Calls		
June	24 To Cash		
August	15 To 1 Piece Long Cloth 9 Calls		
	To 1 do do 12 do		
September	19 To 3 Pieces Salampore 9 Calls		

Carried Over

Account Current with Bapsáwapa & Cuddy

			Rupees	As.	P.
1757					
April	20	By Cash			
May	11	By do			
June	5	By Amount of Pardeen on his Account	190		
		Exchange 10 on Rupees 1800 @ 277 ½	347	37	60
				537	37 60
March	20	By Coral Ground		150	
April	27	By 1 Pair Mooras		1	
		By Cash for Land Customs Duty Rec.d		22	28 50
May	25	By Cash paid Gold Thread		15	
Sept.	5	By Cash Account Gold Thread		10	
Oct.	10	By Exchange do		30	28 5
Nov.	4	By Cash paid Land Customs Duty on Purchases		13	
January	1	By Cash		180	
	20	By do		150	
April	22	By do		50	
	30	By do		100	
May	1	By do		150	
1758	22	By do		20	
April	22	By do		100	
May	1	By do		100	
	10	By do		100	
	12	By do Rupees 247 ½ @		1.23	
June	9	By 1 Pair Landy Garlands		426	
	1	By Cash		500	
July	1	By do		500	
Sept.	2	By do		80	
	15	By do		150	
Oct.	22	By do		150	
1758		By Cash paid Brinjall Subadarah		10	
January	2	By do do	200		
	11	By Cash paid Veerapermaul Pulicah	50	250	
	11	By do paid Shankrayah		45	
	13	By do paid Brinjall Subadarah		15	
February	23	By do do		20	
March	17	By do do		25	
	27	By do do			
	30	By Cash Carried Over			

Bill

(D) 78

Brought Over Sterl

October	15	30 To 1 Piece of Callampores & Calle		1 12
November		1 To 6 Pieces Sundrys		2
1760		1 To 1 Piece Long Cloth 2 Calls		1
January		1 To 1 Piece Callampores & Do		1
		20 To Cash		1
February		28 To Cash Remitted Lee by Compagnie Chitty		8 10 10
March		4 To 1 Piece of Moores	4	
May		19 To 1 Piece Taffelty	12 10	1 15 10
		To 1 Piece Munga Dutto		12 16 6
August		15 To Cash Received of Ambrohay Cannan Chitty		55 17 10
Octr		12 To 8 Pieces of Fullicat Handkerchiefs		9
November		30 To Cash Received of Canyapack Narrapah Chitty		1 24
1761				
January		25 To 1 Piece Callampore 12 Calls		6
February		5 To Cash		
		25 To Cash paid his Brother	1700	
March		24 To 1 Piece Baudar Turban		2
		To 2 Piece of Munga Dutto	26	3 26 6
April		28 To Cash Remitted by Ambahaya		5
July		1 To 3 Piece Cuttanys	2 15	
		To Cash	4	7
Augt		6 To Cash paid John Smith Esqr for not Fulfilling the Cont agreeable to his Compleat Work he Obliged to pay a 15 P Cent		3 12 10
		28 To Long Cloth Solid Shamas Cullow Dutto		
		24 large and 5 ft 8 Calls 2 Pr Capt of Cap	83 14	
		of de 12 Dr of de 6 8 Ht	99 12	
		3 Callampore	2	187 12
Septr		7 To 1 Piece Callampore 7 Calls		
		24 To 1 Piece Percalls		

1762.				
		Brought Over Rupees		
March	25	By Cash paid Poroollah Inhabitants	10	
		By do. Carnical Inhabitants	7	17
April	11	By do. paid Poroollah Inhabitants		20
	20	By do. do.		1
		By do. do.		5
May	1	By do. do.		5
	26	By Cash paid Hoopraw Tradways		30
	13	By Cash		15
	15	By Cash paid to Poroollah Inhabitants		25
	22	By Cash		30
	27	By Cash paid a Bramin		10
June	1	By Cash		25
	11	By Cash		25
	22	By Cash Paid to Poroollah Inhabitants		8
	30	By Cash paid Pongor Chitty		1235.625
		Carried Over Pagodas		1235.625

(D) 72

1761 October	1	To Cash by Interest Account		
	22	To 1 Piece Allampore 12 Calls		
Dec.r	28	To Cash	12	
		To 1 Piece Ronga Gotty	1 5 24	
1762 March	9	To 1 Piece Allampore 9 Calls		24
May	25	To 1 Corge Romal		45
	29	To 1 Piece Long Cloth		9
			1720	5750 2 50
176[illegible] January		To Interest Account the Balance of Account as the same stood debited on the Debtor Side of the Journal from the 14th of October 1756 to the 1st of May 1763 being 6 Years and 99 Days at 5 p.r Cent		1650 16 5
		Sterling	1720	7400 18 55

Brought Over Pagadas ... $225.26.35

1763
January 25 By Cash ... 1 pce ... 3214 grs 68

Pagadas ... 1 pce Cl Rap[s] ... $ 158.11.23

same As he was never responsible Either to Mordecai Rajanapah Chetty or Johnsmith Esquire for the proceedings of the Goods there Mentioned with regard to the sum of One thousand four hundred and Eight by One Pagodas Eight fanams and Thirty two Cash for Cloth Sold to Shamier Sultan This Defendant will prove by the Account of the said Cloth that the Complainant has over Debited in the said Article the sum of One hundred and forty one Pagodas five fanams and Thirty two Cash All these Articles are Included in the Debtor side of the said Account As to the Creditor Side thereof this Defendant Admits that the Complainant has Short Credited this Defendant in Several Articles to the amount of Eighty Eight Pagodas This Defendant can in no wise Admit the Answer that the Complainant has any Demand Whatsoever Subsisting on the Account of his pretended Allegation as set forth in his said Account for the said Rajanapah Chetty by his Letter of Licence to this Defendant in Consequence all Claim thereto

And this Defendant says even as by his said Answer he has already said and does and will Aver all and Every Matter and thing to be true as the same are therein and thereby alledged and set forth

Archdle Palmer
Attorney for the Defendant

) Interrogatories to be Administered touch[ing] Witnesses as shall be produced sworn and Examined on certain Cause depending and at Issue in the Honorable the Mayors Court at Madraspatnam Wherein John Call of Purkeant Yorkshire Esqr Late Master Attendant of Bandar Cottah Rajanapah Chetty for Complainant And One Canary Goddalo Canaian Dubash Rajanah of Madras Merchant & Defendant On the part and behalf of the Complainant

Salary ... }
Fee'd the ... } Do Ques. the parties Complainant Defendant and Witnesses
Interpre ... }

in the Hall of Pleas Interrogatories next If Any how long have you known them

each

either said which of them Declare

Mary Longpa Chilly } Did You or did You not See the Cadjan Writing now produced and
Peter Longpa } shown to You at this the time of Your Examination Signed and Dated by Athena
Lewis Longpa and } to the Transferees and did you see and Subscribe your Name as a Witness to
the Execution of such Writing in the presence of the Deponent at any time or times Granted to the several Writings and long after the
said Writing was given for any or what Consideration and what force or Effect
was made use of to Compell Athena to give such Cadjan or whether any or
any fair Will

Sannagee } 2nd Do You know or do you not know Whether Athena the person
Allanpaikam } Mentioned in the Preceding Writing ever Executed any Writing for the
Mooka Chilly } Deponent assigning and Delivering of Make Amda Ora Paying and receiving
Sellakpathy } if Yea, by what Power or Authority he did from time to time and whether
the Deponent at any time or times Granted to the several Writings and long after the
said Athena or her Brother Deponent on her behalf particularly set forth and
Declare to the best of Your Knowledge Remembrance and belief

Mooka 3rd Do You know or do you not know whether any or what Consideration
was or were given by the Complainant when Called to the Transferees Sannagee Chilly
that induced such Assignment to be made to them Declare all the Reasons from
Consideration how to the best of your Knowledge Remembrance and belief particularly

Sellakpathy 4th Do You know or are you acquainted with the said Writings
Athena the Brother of the Defendant of You as the Name for Long Standing
Declared to the Cadjan Writing here to shown You of the now proper hand
Writing Declare to the best of Your Knowledge and belief and how you be
came acquainted with the said Hand Writing

Defendant } 5th Did or did not the Defendant sometimes shed publicly and
Chilly } truly indebted to You in Sundry sums as in the Cadjan Writing here to
shown you on the day and Year in the said Writing Mentioned and Declare
you Subscribing as a Witness of the said Cadjan Writing now produced by the

such Sum of Money and did you or did you not set and assign over such Cadjan Writing to the Complainant John Call for some particular Consideration if Yea, set forth the same to the best of Your Knowledge Remembrance and belief

To all the Witnesses } Do You know or are you acquainted with any other Matter or thing to which you have not been heretofore particularly interrogated to that may tend to the Advantage and benefit of the Complainant if Yea, set forth the same to the best of your Knowledge Remembrance and belief

Chas Bromley
Attorney for the Complainant

14th day of October 1756

I Arany Cuddala Goveran Putar Paupia do hereby acknowledge to have given this Obligation to Ramada Cotta Sagayeny Rajarampah Chitty and Mooney Rachana Chitty for the Ballance of Our Accounts due to You to the amount of Pagodas 2998 fs, which Sum I promise to pay on demand with Interest after the Rate of Nine Per Cent p Annum Witness Dessanonnegam Cower Swapprasah Mooy Vengoo Chetty, Drawer by Nedumgonam Armogum, Signed

Aleheina
by the Consent of Arany Cuddala Goveran
Putar Paupiah

Mr Call shall receive the Money according to the above Obligation

Signed Rajarampah Chetty

(Note Translated as near as can be from the Original Malabar by Emanpah Swamy Sadagopachar)

Chas Bromley
Attorney for the Complainant

The

512.

Mayors Court at
Madraspatnam

Between John Call Esq.r by Power of Attorney from
Mary Vaughan Chitty Complainant and Richard Sathom
Defendant

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

Mary Vaughan Chitty of Madras Merchant Aged 45 Years or thereabouts
being produced as a Witness in this Cause on the part of the Complainant sworn
the 22 day of July 1760 before the Office of Mr. William Cowell Attorney
for the Defendant by Power of Attorney from the Complainant and
of Abode of the said Deponent and being duly sworn on the Holy Gospel
and Examined deposeth as follows viz.t

1st To the first Interrogatory this Deponent doth believe the Complainant
10 Years, the Transferrer and the Defendant 25 Years or thereabouts

2d To the second Interrogatory this Deponent saith he did and do believe
writing was produced & shown to him signed and delivered by Mr. John
the Transferrer as his this Deponents Own proper Act and Deed

And more this Deponent deposeth not to the matters in that Interrogatory

Richard Sathom

Examiner

Major Christal
Hadrotzpatnam.

Between John Call Esqr by Transferee
Rajanapah Chetty Complainant and Paupiah
Defendant

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

1st ..... Interrogatory of Madas Concaply Aged 60 Years or thereabouts being produced as a
Witness in the Cause on the part of the Complainant was on the 23d day of July 1760 sworn
at the Office of Mr. William Cranwell Attorney for the Defendant by Conapah who
left work of the Rajah Tillo and Place of abode of the said Deponent and afterwards
on the same day being Sworn and Examined deposeth as follows.

1st ..... To the first Interrogatory this Deponent saith he is not acquainted with the Complainant
but has known the Transferror 30 Years and the Defendant 30 Years or thereabouts

2d ..... To the second Interrogatory this Deponent saith he did not see the Letter writing now
produced and shown to him signed and delivered by Alchenna to the Transferee nor
did this Deponent subscribe his name as a Witness thereto more this Deponent
doth not know to this or to the last Interrogatory —

Richard Sutton
Examiner

Major Cornwall
Hadrotzpatnam

Between John Call Esqr by Transferee
Rajanapah Chetty Complainant
and Paupiah Defendant

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

Concaply of Madras Concaply Aged 60 Years or thereabouts being produced as
a Witness on the part of the Complainant was on the 23d day of
July 1760 sworn at the Office of Mr. William Cranwell Attorney for the
Defendant by Conapah who left Service of the said Defendant

of the said Deponent and sworn to on the same day being Sworn and Examined deposeth as followeth.

A°. ..... To the first Interrogatory this Deponent saith, he doth know the Complainant & the Transferrer, and the Defendant 10 Years or thereabouts

3 ..... To the third Interrogatory this Deponent saith that Ellis Bean brought the Letter to the Defendant according to Signe to which the other Co Executor of the Defendant subscribed & leaving thereon this Deponent & four Years to receive Interest for the same none of the Creditors were to trouble them for their Debts this Deponent Signed to the same Writing and afterwards this Deponent received Sundry payments of the Defendant and paid by the Defendant himself unto this Deponent deposeth not to this or to the last Interrogatory —

Richard Sathom

Examined

Mayor's Court at Madraspatanam

Between John Call Esq.r by Power of Attorney Chitty Complainant and Pongiah Defendt.

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

Allampackum Mooka Chitty of Sadapatta Merchant aged 40 Years Hindoo being produced as a Witness in this Cause on the part of the Complainant on the 23.d day of July 1766 sworn at the Office of Mr.s William Cranwell Attorney for the Defendant by Canjapah who left a Book of the Name Title and Place of abode of the said Deponent and afterwards on the same day being sworn & Examined deposeth as followeth.

A°. ..... To the first Interrogatory this Deponent saith, he and Pongiah the Complainant, but has known the Complainant 15 Years and the Defendant 10 Years or thereabouts —

2 ..... To the third Interrogatory the Deponent saith, he does not know that Atcheson ever transacted any Business for the Defendant And Atcheson and the Defendant indeed lived together & the Deponent has seen Atcheson at the Transferrers House More the Deponent deposeth not, to this or to the last Interrogatory

Richard Sadleir
Examiner

Mayor Court at
Waterford

Thos Marshall of
Mampsrahan & Martin Chilly

Plaintiff

Deponent Robert Butler Esq[r] of Lenaghmore
Cunnapark Chilly Gentleman and Deputy
Defendant

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

Witness produced by the Plaintiff Dec[r] 28th June or thereabouts being produced as a Witness in the Cause on the part of the Complainant was on the 23 day of July 1760 sworn at the Office of Wm Connell Attorney for the Defendant by Congratucks Clerk of the same Attorney Clerk of the Deponent & interpreter on the same day being duly sworn and Deposeth as follows

1 ..... To the first Interrogatory the Deponent saith he has known the Complainant & Defendant 25 Years or thereabouts

2 ..... To the second Interrogatory the Deponent saith he does know that Atcheson by verbal authority from the Defendant was employed by & made the Defendants Servant when the Defendant and Atcheson lived together such employment being many years ago the Defendant hath declared & Servants are receiving the Defendant hath entirely acquiesced in and acknowledged About 8 years ago when the Defendant went from Mr Butlers the Deponents Cunnapark Chilly went to live with Atcheson at his House where the Deponent kept Atcheson three days from Monday till Wednesday the second whereupon the Defendant and the Deponent when the Servants were present the Deponent compelled

Examinant

In the third Interrogatory the Deponent saith, he does not know that Atchona ever transmitted any Parcels for the Defendant to Atchaman and the Defendant to Atchaman ever lived together &c. the Deponent knows Atchona & the transferrer Master Mercer the Deponent deposeth not to this or to the last Interrogatory

Richard Sadleir

The Mark of
Allampatchum Alias Chitty

Examinant

Mayor's Court at
Madrespatnam

Deposition of Allampatchum Alias Chitty Complainant one of the Witnesses produced on the part of the Complainant

Deponent

Deposition taken in the Cause depending before the Examiner in this Court as followeth

Allahpaddy of Madras Gunney Age 28 Years or thereabouts being produced as a Witness on the Part of the Complainant was on the 12th day of October 1760 sworn at the Office of the Hon.ble William Connell Attorney for the Defendant by Coopauchetty Interpreter of the Tamul & Malabar Languages & Examined deposeth as followeth

To the first Interrogatory the Deponent saith he has known the Complainant & the Defendant 15 Years as thereabouts

To the third Interrogatory the Deponent saith he does know that Atchona by a verbal authority from the Defendant has frequently transacted the Business of the Defendant & Atchona lived together such Monies as were wanted for the Defendant Atchona borrowed & receiving the Defendants orders required on and acknowledged About 8 Years ago when the Defendant removed from Madras to the Transferrer Pedaudapah Chetty and for 2 or 3 Years Atchona to her House where the Transferrer kept Atchona two Years from Monegahill Madras during the Seconds absence the Defendant and the Transferrer when the Deponent was present did Compute

Examinant

5/6

compelled to borrow a Sum of Money to pay the
Plaint. pursuant to the Judgment and that he
10 S.....Interrogatory That the Deponent did
Witness employed by the Defendant to draw
writing of Abstracts the Title of the Defendant that he the Witness
was told by the Defendant upon sending over Abstract thereof
made out that the Deponent also paid that Plaintiff
the Amount of the aforesaid Bill accepting the Bond
deposited to this with the said Interrogatory —

Richard Sallom

Examined

Master's Court at
Madras 1st Day

Deposition of Witness taken on the Comp. part upon the Interrogatories
Court as follows
Mr Hodges Under Sheriff aged 36 Years or thereabouts being produced
this Court on the part of the Complainant on the 25 Days of October
Office of Mr Hellaw Counsel Attorney for the Defendant by consent of
week of the Plaint. Title and place of Abode of the Deponent being
the same day being sworn and Examined upon the said
10 S.....To the first Interrogatory this Deponent saith he knows the Complainant
the Complaint 7 Years and the Defendant 4 Years or thereabouts
To the 2nd Interrogatory the Deponent saith the Complaint
S.....To the fourth Interrogatory the Deponent saith he knows
borrowed from the Complainant John Gell four Hundred Pagodas
of the same Record sum was borrowed for the Complainant and delivered
payment the Complainant paid about eleven Hundred Pagodas
four Hundred Pagodas more he put a Mortgage Bond

for those to the Complainant and for the remainder of his Debt assigned over to the Complainant by the Defendants Bond more this Deponent doposeth not to this or to the last Interrogatory

Richard Sathom

Examiner

Madras Coast

Madrasapatnam

Between John Call Esqr by Power of Attorney Chitty Complainant and Sangrah Defendant

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

Deponent Chitty of Madras Merchant aged 50 Years or thereabouts being produced as a Witness on the Cause on the part of the Complainant sworn the 23 day of July 1766 Sworn at the Office of Mr H Rivon Cause Attorney for the Defendant by Comprador to Interrogatories of the same side the 2nd Part of the said Deponent and afterwards on the same day being Sworn and Examined deposeth as followeth

To the 1st Interrogatory this Deponent saith he has known the Complainant 15 Years and the Defendant 20 Years or thereabouts

To the 2nd Interrogatory this Deponent saith the Defendant did truly and justly stand indebted to him, the sum specified in the Cowjan Writing now shown to him on the day and Year aforementioned Thereon this Deponent did accept of the said Cowjan writing for a security of the said sum of Money and this Deponent has not any Cowjan or such Cowjan writing to the Complainant John Call on part payment of Four Thousand Pagodas this Deponent has borrowed from the said Complainant more this Deponent deposeth not to this or to the last Interrogatory

Richard Sathom

Examiner

any Sum, or Sums made a deduction in their Accounts, with the Transferrer of any Sum or Sums of Money on Account of the Defendants brokerage, If Yea, what Deductions, what Sum or Sums of Money were deducted, and when and where; Did the Transferrer or Did he not declare before You, that he Must give the Defendant Credit for a deduction made for the Defendants brokerage, If Yea, what Sum or Sums of Money Did he say he must give the Defendant credit for, on Account of his brokerage, the time when and the place where, Do you know or Do you not know of any Sum or Sums of Money paid by the Transferrer to the Defendant If Yea what Sum or Sums of Money, and on what Account, taken, and when Do You know or Do you not know, whether the whole or any part of the same were refunded by the Defendant to the Transferrer. If Yea, what Sum or Sums of Money were remburse or refunded by him, the time when, and the place where, fully and particularly to all and what you know further touching the Matter, and how you came to know the same declare

Examined that Do You know or do You not know whether the Transferrer Accepted of Goodwin Concadellis's Note, If Yea, on what terms and what was the amount of the said Note, when and where did he accept of it, the whole you know relative to this Matter fully and Particularly declare

Examined to Did the Transferrer or the Defendant purchase Cows from You on Account of John Lamb the Cost declare

Examined to Did You or did You not grant the Defendant the Letter of Licence now shown You, If Yea, do the Transferrer freely and Voluntarily sign the same, or Do you not know, fully and Particularly declare

Examined to Was You or was you not sent by the Defendant to the Transferrer with a message, If Yea, what Message, and what Answer did you receive, when and where and what You know further touching the Matter, fully and Particularly declare

Examined to Do You Know or Do you not know whether or not the Defendant

Defendant

Sdy

(Defendant's Solicitor to enter here the Address to which Notices to be given to the Defendant may be sent. Care must be taken to write Names and Addresses plainly. See Particulars Clause.)

In the Writ No. 10 [illegible]

(Defendant to enter here the Name or Names of the Person or Persons who sign the Memorandum of Appearance.)

William Cornwell
Attorney for the Defendant

Mayor Courtenay
Maidstone

) Between Mabel Ogle Plaintiff
and
Penfold Defendant

Particulars of Debt sworn to taken on this [illegible] day of [illegible] 1[illegible] before the Commissioner

(Insert as follows:)

Mary Duncan of Station Road Kingsdown in the County of Kent Married Woman maketh Oath and saith as follows:

I am the Plaintiff in this Cause on the part of the Defendant and am duly authorized to make this Affidavit. I have the best means of knowledge of the matters hereinafter deposed to. The Defendant is indebted to me in the sum of £[illegible] for [illegible] and I am informed by the Defendant and believe that he has no set off or counterclaim against the said sum.

Sworn at the Office of Mr. Charles Cornwell Attorney for the Plaintiff in the City of Rochester the Name Solicitor and Commissioner for taking Affidavits in the County of Kent this [illegible] day of [illegible] 1[illegible]

Before me,
[illegible]

(Insert as follows:)

In the Interrogatory the Defendant will be required to state whether he is not 10 Years and the Defendant 25 Years or thereabouts.

In the second Interrogatory the Defendant will be required to state whether he is not transferee and to allow annually twenty Acres of the said Timber to be kept at the Defendant's Cost after the Expiration of the Term of the Transferee the Defendant being permitted and entitled to cut down such Timber as may be necessary for the purpose of Cultivation of the Land and the Plaintiff to have the Right of Entry on the Premises for the purpose of Inspection

desired him to receive the like Sum as he had done the preceding Year from the Defendant and
to bill the Defendant to place both the said sums to his the Transferrers account
4 ..... To the fourth Interrogatory this Deponent saith the Transferrer on his presence, ordered a presen
of Forty Pagodas to the Defendants son, whom attended during was just about his week's
initiating him thereby into the Banyany Cast which from the Transferrer desired the
Defendant would place to his Account sometime after this Deponent went by the Transfe
order, to demand the payment of some Money from the Defendant which the Defendant
was indebted to the Transferrer the Defendant told this Deponent, the Transferrer
must allow me in his Account two hundred and seventy Pagodas for Brokerage this
Deponent went and told the Transferrer, what the Defendant had said the Transferr
answered thereto, I have got only a Settlement of twenty Pagodas due from me to the
Defendant for Brokerage: whether the Defendant may record in my Account
and of any thing More, shall appear to be due from Me to him on that Head when
I settle accounts with the Nawab shall be allowed him Therefore tell the Defenda
to come and Settle their Accounts which are now subsisting between himself Me
This Deponent returned again to the Defendant with the Transferrers Answer the Defendant
replyed, I have left My Accounts at Pulicat when they arrive, I will come and Settle with
the Transferrer the Defendant for some time after, not coming to settle the Transferrer
once more, sent this Deponent to the Defendant to tell him that he the Transferrer had
settled the accounts between himself and the Defendant with Athena and had received
from Athena a Bond on the Defendants name, which Bond the Transferrer would
give to Me, I will accordingly do to whom the Defendant answered, I have
paid off that Bond, which Athena gave on My Name to the Transferrer, except
any small sum when My Accounts arrive myself will settle with the
Transferrer however if the Transferrer should not give me that Bond before the
arrival the Defendant bade, desired this Deponent to tell the Transferrer that
Athena has no Concern or any way indebted to the Transferrer this
Deponent related to the Transferrer the Defendants answer and Message the
Transferrer replyed that as soon as Athena was indebted to Me,
he would not be given to Me as the Ground Rent on the Defendants
Account where the Deponent dwelled to this or other Defendants

325

520

This is to the last Interrogatory

Richard Sathom

Examiner

Mayors Court at
Madraspatnam

J Belaven John Call Esqr Complainant
and Pongiah Defendant

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

Cyprian de Sobriah of Madras Drummy Aged 30 years or thereabouts being produced as a Witness on this Cause on the part of the Defendant came on the 28th day of July 1766 before me at the Office of Mr Charles Bromley Attorney for the Complainant by Compact who left a Note of the Name Title and Place of abode of the said Deponent and afterwards on the same day being Sworn and Examined deposeth as followeth

To the first Interrogatory this Deponent saith he has known the Complainant 4 Years and the Defendant 20 Years or thereabouts

To the fifth Interrogatory this Deponent saith that Coontore Vencatachellum desired the Defendant Pongiah to pay for him to his Creditor the sum of two hundred and fifty Pagodas the Defendant accordingly gave the said sum said Coontore Vencatachellum promised to send the Money to the Defendant at Fort St David which he neglecting to do the Defendant wrote to the Transferrer desiring him to demand the payment of Pagodas 250 out of his the Defendants name from Coontore Vencatachellum Coontore Vencatachellum upon the said demand gave to the Transferrer a Note for Pagodas 250 which he promised to pay and that then the Transferrer might send the Money to the Defendant the Transferrer upon his receiving the said Note from Coontore Vencatachellum sent to Pondicherry to over him a Bill of Exchange for two hundred Pagodas payable to the Defendant at Fort St David which Bill of Exchange the Transferrer sent by this Deponent to the Defendant who received

Mefore

P 14

Richard Sutton

Examiner

Major Cowrland

Madrespatnam

Balwen Johnstell Esq Complainant

Joseph Pyeard

Deposition of Witnesses in the Cause depending between the Complainant and Defendant

Jamoolee of Madras Hunter aged 45 years a Hindoo being produced Sworn in this Cause on the part of the Defendant on the 11th day of July 1766 before the Hon.ble Charles Bromley Dillon for the Complainant by Joseph Pyeard Defendant Name Address & Description of the said Deponent who deposeth as follows

To the first Interrogatory this Deponent saith he has known the Complainant & Defendant 20 Years or thereabouts

To the sixth Interrogatory this Deponent saith that he did formerly Cheetah being Partner about eight years ago the Defendant sent for them & Pedda Jogi to the Transferrers who wanted to buy some Fine Goods they desired the Defendant to go with them the Defendant said there was no necessity but told Jamoolee Chenderoo and the Deponent to go by themselves accordingly they went to the Transferrers House when the Transferrers Son demanded an account of the Goods they had sent for Masters from Peter Pedrad Cundhenaple four Days Cloth and some Gorgahams and enquired of Jamoolee Chenderoo and the Deponent what they could procure them? Jamoolee Chenderoo and the Deponent answered that they were unacquainted with the Country the Transferrers desired they would Barter with the Country People who were then, which Jamoolee Chenderoo and the Deponent did

for

No 24

after the County people were come the Transferrer & D Pomroy Chinchambee and the Opponent, either they would be removed for any money brought above to them D Pomroy Chinchambee and the Opponent and they would for Custom of Law & Cost cause to the on the Goods that shall be provided the Transferrer consents and advanced to Pomroy Chinchambee and the Opponent to deliver to the County people, but demand and take Pagodas on them as for the Pagodas had cause the Goods required and the Transferrer sent the servants up the Country to fetch them Pomroy Chinchambee and the Opponent afterwards went to the Transferrer, and settled accounts with him Sworn for Pagodas which were former, being due on the said Account to Pomroy Chinchambee and the Opponent from the Transferrer the Transferrer paid them twenty Pagodas thereof and ten Pagodas for the old former still remains unpaid more this Deponent doth not to this or to the last Interrogatory —

Richard Latham

Sworn before me
Vansittart

Mayor's Court at
Madraspatnam

Between John Call Esq Complainant &
Pompiah Defendant

Deposition of Witness taken in the Cause depending before the Commissioners in the Court as follows &c.

Pomroy Chinchambee of Madras Weaver Aged 50 Years or thereabouts being produced as a Witness in the Cause on the part of the Defendant was on the 28th day of July 1766 sworn at the Office of Mr Charles Bromley Attorney for the Complainant by Compa who first made affidavit & Oath of the Defendant and

to the first Interrogatory this Deponent saith he knows the Complainant & Defendant both Years or thereabouts

to the Second Interrogatory this Deponent saith he the said Deponent Years of age the Defendant for whom was sold home by to the Transferrer who went to buy Goods this Deponent knows the Defendant by reason that he

Defendant

Richard Sutton.

Counsel

Mayors Court

Madras

Brown. Esq.

The Deponent sworn & Interrogated on the same day being duly Sworn & Examined deposeth as follows

To the first Interrogatory this Deponent saith he has known the Complainant & the Defendant 10 Years or thereabouts

To the Second Interrogatory this Deponent saith he does grant the Bye Letters of Lease now shown to him but was not present at the Signing of the Counterpart now this Deponent deposeth not to this or to the last Interrogatory

Richard Sathom

Mayor Cavalet
Madras Portuguese

Deponent

Delivered in Court by Mr Hall Esq. Complainants Proctor & Deponents Counsel

Deposition of Witness taken in the Cause by Mr Hall before the Examiner in the Court of Chancery

Allampauchum Muddelly of Sydapettah Merchant aged 60 Years Witness duly produced sworn & Examined on the part of the Defendant on the 28th day of July 1766 Sworn at the Office of Mr Charles Crowley Attorney for the Complainant by Comapah who Speaks of the Name Tellevan Narrapah Interpreter of the said Deponent and afterwards on the same day being Sworn and Examined Deposeth as follows

To the first Interrogatory this Deponent saith he is not acquainted with the Complainant but has known the Defendant 20 Years or thereabouts

To the Second Interrogatory the Deponent saith he does know the Defendant to be Lessee of the Bye Letters of Lease now shown to him but was not present at the Signing of the same

To more this Deponent deposeth not to this or to the last Interrogatory

Allampauchum Muddelly

the Mark of
Allampauchum Muddelly

Richard Sathom

Examiner

Mayor Council
Hudswagsportum

Expedition of Volunteers to be sent from this Country

Lieutenant
Hudsonian Navigation Service

Hudsonian Sea Coll Expedition Supplement
and Support Expedition

Mayor Council
Hudswagsportum

Expedition of Volunteers to be sent from this Country

Lieutenant
Hudsonian Navigation Service

Hudsonian Sea Coll Expedition Supplement
and Support Expedition

At the [illegible] Sessions held at the Court House in Hardwicke on the Complainant's Oath and the Defendant's Oath

At the Sessions held at the Court House aforesaid on Monday the Eighteenth day of March

Came into Court the Defendant and Thomas Lamb which Court the Defendant having heard the Complaint against him and the Evidence produced in support thereof and the Defendant having heard his Defence by himself and his Witnesses and Counsel learned in the Law and the Evidence produced in support of the Defence and the Complainant having heard the Evidence produced in reply to the Defence and the Counsel learned in the Law on both sides and mature deliberation had thereupon

It is Ordered Adjudged and Determined by the Court that the Complaint be dismissed and that the Defendant do recover against the Complainant his Costs of Defence in this behalf expended to be taxed by the Clerk of the Peace

Richard Sutton
Clerk

Mayor's Court at
Hardwicke

Between John Bell Esq^r Complainant
and Joseph Defendant

Copy Order of Dismission in the Cause lately depending before the Examiner in the Court as follows viz^t

Complaint of Thomas Lamb dated 25 June instant being produced and read in Court on the hearing of the Complaint upon the 28 day of July 1766 shewn at the Office of Mr Charles Bentley Attorney for the Complainant by Complaint who is sworn to the Peace and Mary Wood of the same Defendant upon the same day being sworn and Examined upon Interrogatories

[illegible]

5740

1st ..... I Hereby Authorize the Deputy Cash to Disapprove all the Expenditure
has been the Deputy Cash Paymaster
2d ..... I the Cash Paymaster the Deputy Cash Paymaster Disapproved
of any Amount Made by the Deputy Cash Paymaster
to Mr Thompson Asked him the Deputy Cash Paymaster
Answered him to the Paymaster, replied, I have no Cash Paymaster
will be willing to answer you any thing, when I have Authority
to Do. You get Mr Call to pay the Pensioners and I will
the Paymaster replied, when the Deputy Cash Paymaster
Athens, and Athens gave More Cash Paymaster than which
the Deputy Cash Paymaster Accepting, with the Cash Mr Call
paper took from Mr Call their Receipt, in my being with Mr Call
Mr Call on that Cash Paymaster Deputy Cash Paymaster
Deputy Cash Paymaster with any Cash Paymaster
Mr Call, has been paid by the Deputy Cash Paymaster
Mr Thompson, Mr Call Cash Paymaster
Deputy Cash Paymaster

Richard Sallom
Examiner

Major Courtland
Madrapatam

Between Mr Call Cash Paymaster
2d Deputy Cash Paymaster

Question Whether the Cash Paymaster
in the Court of Judicature

The Interrogatories of Thos. Banning Esqr of Lancaster Merchant being produced as a Witness on the Complainants behalf the Defendant Lowe on the 28th day of July 1766 known at the Office of Mr Charles Dimple Attorney for the Complainant by Compact left a Note of the time and Place of Meeting of the Parties and afterwards on the same day being sworn and Examined deposeth as follows

To the first Interrogatory this Deponent saith he has known the Complainant & the Defendant Lowe for Several Years last past

To the Second Interrogatory this Deponent saith he does know that Athelana the Defendant Lowe was compelled to execute the Obligation the Deponent is about to Mention by the Sanctions of Letters Issued out of his Majesties Court of Chancery at the Suit of the said Athelana against the Complainant & this Deponent and others Upon which Letters the Complainant & this Deponent were Arrested & held to Bail for the Sum of Fifteen Hundred Pounds Lawful Money of Pennsylvania & the Defendant Lowe for the Sum of Seven Hundred Pounds Lawful Money of Pennsylvania

To the third Interrogatory this Deponent saith he does know that the Defendant Lowe was Indebted to the Complainant & this Deponent in the Sum of Two Thousand Pounds Lawful Money of Pennsylvania on the Defendants own Account & Security & Two Thousand Pounds more this Deponent & Complainant were Indebted to the Defendant Lowe on the Account of Athelana Lowe & Company

To the fourth Interrogatory this Deponent saith he does know that the Defendant Lowe did Examine & Search the Books of the Complainant & this Deponent & found that the Complainant & this Deponent were Indebted to the Defendant Lowe on the Account of Athelana Lowe & Company Two Thousand Pounds more than the Complainant & this Deponent Owed to the Defendant Lowe on their own Account

To the fifth Interrogatory this Deponent saith he does know that the Defendant Lowe did Examine & Search the Books of the Complainant & this Deponent & found that the Complainant & this Deponent were Indebted to the Defendant Lowe on the Account of Athelana Lowe & Company Two Thousand Pounds more than the Complainant & this Deponent Owed to the Defendant Lowe on their own Account

To the sixth Interrogatory this Deponent saith he does know that the Defendant Lowe did Examine & Search the Books of the Complainant & this Deponent & found that the Complainant & this Deponent were Indebted to the Defendant Lowe on the Account of Athelana Lowe & Company Two Thousand Pounds more than the Complainant & this Deponent Owed to the Defendant Lowe on their own Account

To the seventh Interrogatory this Deponent saith he does know that the Defendant Lowe did Examine & Search the Books of the Complainant & this Deponent & found that the Complainant & this Deponent were Indebted to the Defendant Lowe on the Account of Athelana Lowe & Company Two Thousand Pounds more than the Complainant & this Deponent Owed to the Defendant Lowe on their own Account

To the eighth Interrogatory this Deponent saith he does know that the Defendant Lowe did Examine & Search the Books of the Complainant & this Deponent & found that the Complainant & this Deponent were Indebted to the Defendant Lowe on the Account of Athelana Lowe & Company Two Thousand Pounds more than the Complainant & this Deponent Owed to the Defendant Lowe on their own Account

To the ninth Interrogatory this Deponent saith he does know that the Defendant Lowe did Examine & Search the Books of the Complainant & this Deponent & found that the Complainant & this Deponent were Indebted to the Defendant Lowe on the Account of Athelana Lowe & Company Two Thousand Pounds more than the Complainant & this Deponent Owed to the Defendant Lowe on their own Account

To the tenth Interrogatory this Deponent saith he does know that the Defendant Lowe did Examine & Search the Books of the Complainant & this Deponent & found that the Complainant & this Deponent were Indebted to the Defendant Lowe on the Account of Athelana Lowe & Company Two Thousand Pounds more than the Complainant & this Deponent Owed to the Defendant Lowe on their own Account

To the eleventh Interrogatory this Deponent saith he does know that the Defendant Lowe did Examine & Search the Books of the Complainant & this Deponent & found that the Complainant & this Deponent were Indebted to the Defendant Lowe on the Account of Athelana Lowe & Company Two Thousand Pounds more than the Complainant & this Deponent Owed to the Defendant Lowe on their own Account

To the twelfth Interrogatory this Deponent saith he does know that the Defendant Lowe did Examine & Search the Books of the Complainant & this Deponent & found that the Complainant & this Deponent were Indebted to the Defendant Lowe on the Account of Athelana Lowe & Company Two Thousand Pounds more than the Complainant & this Deponent Owed to the Defendant Lowe on their own Account

To the thirteenth Interrogatory this Deponent saith he does know that the Defendant Lowe did Examine & Search the Books of the Complainant & this Deponent & found that the Complainant & this Deponent were Indebted to the Defendant Lowe on the Account of Athelana Lowe & Company Two Thousand Pounds more than the Complainant & this Deponent Owed to the Defendant Lowe on their own Account

To the fourteenth Interrogatory this Deponent saith he does know that the Defendant Lowe did Examine & Search the Books of the Complainant & this Deponent & found that the Complainant & this Deponent were Indebted to the Defendant Lowe on the Account of Athelana Lowe & Company Two Thousand Pounds more than the Complainant & this Deponent Owed to the Defendant Lowe on their own Account

To the fifteenth Interrogatory this Deponent saith he does know that the Defendant Lowe did Examine & Search the Books of the Complainant & this Deponent & found that the Complainant & this Deponent were Indebted to the Defendant Lowe on the Account of Athelana Lowe & Company Two Thousand Pounds more than the Complainant & this Deponent Owed to the Defendant Lowe on their own Account

To the sixteenth Interrogatory this Deponent saith he does know that the Defendant Lowe did Examine & Search the Books of the Complainant & this Deponent & found that the Complainant & this Deponent were Indebted to the Defendant Lowe on the Account of Athelana Lowe & Company Two Thousand Pounds more than the Complainant & this Deponent Owed to the Defendant Lowe on their own Account

To the seventeenth Interrogatory this Deponent saith he does know that the Defendant Lowe did Examine & Search the Books of the Complainant & this Deponent & found that the Complainant & this Deponent were Indebted to the Defendant Lowe on the Account of Athelana Lowe & Company Two Thousand Pounds more than the Complainant & this Deponent Owed to the Defendant Lowe on their own Account

To the eighteenth Interrogatory this Deponent saith he does know that the Defendant Lowe did Examine & Search the Books of the Complainant & this Deponent & found that the Complainant & this Deponent were Indebted to the Defendant Lowe on the Account of Athelana Lowe & Company Two Thousand Pounds more than the Complainant & this Deponent Owed to the Defendant Lowe on their own Account

To the nineteenth Interrogatory this Deponent saith he does know that the Defendant Lowe did Examine & Search the Books of the Complainant & this Deponent & found that the Complainant & this Deponent were Indebted to the Defendant Lowe on the Account of Athelana Lowe & Company Two Thousand Pounds more than the Complainant & this Deponent Owed to the Defendant Lowe on their own Account

To the twentieth Interrogatory this Deponent saith he does know that the Defendant Lowe did Examine & Search the Books of the Complainant & this Deponent & found that the Complainant & this Deponent were Indebted to the Defendant Lowe on the Account of Athelana Lowe & Company Two Thousand Pounds more than the Complainant & this Deponent Owed to the Defendant Lowe on their own Account

To the twenty first Interrogatory this Deponent saith he does know that the Defendant Lowe did Examine & Search the Books of the Complainant & this Deponent & found that the Complainant & this Deponent were Indebted to the Defendant Lowe on the Account of Athelana Lowe & Company Two Thousand Pounds more than the Complainant & this Deponent Owed to the Defendant Lowe on their own Account

To the twenty second Interrogatory this Deponent saith he does know that the Defendant Lowe did Examine & Search the Books of the Complainant & this Deponent & found that the Complainant & this Deponent were Indebted to the Defendant Lowe on the Account of Athelana Lowe & Company Two Thousand Pounds more than the Complainant & this Deponent Owed to the Defendant Lowe on their own Account

To the twenty third Interrogatory this Deponent saith he does know that the Defendant Lowe did Examine & Search the Books of the Complainant & this Deponent & found that the Complainant & this Deponent were Indebted to the Defendant Lowe on the Account of Athelana Lowe & Company Two Thousand Pounds more than the Complainant & this Deponent Owed to the Defendant Lowe on their own Account

To the twenty fourth Interrogatory this Deponent saith he does know that the Defendant Lowe did Examine & Search the Books of the Complainant & this Deponent & found that the Complainant & this Deponent were Indebted to the Defendant Lowe on the Account of Athelana Lowe & Company Two Thousand Pounds more than the Complainant & this Deponent Owed to the Defendant Lowe on their own Account

To the twenty fifth Interrogatory this Deponent saith he does know that the Defendant Lowe did Examine & Search the Books of the Complainant & this Deponent & found that the Complainant & this Deponent were Indebted to the Defendant Lowe on the Account of Athelana Lowe & Company Two Thousand Pounds more than the Complainant & this Deponent Owed to the Defendant Lowe on their own Account

To the twenty sixth Interrogatory this Deponent saith he does know that the Defendant Lowe did Examine & Search the Books of the Complainant & this Deponent & found that the Complainant & this Deponent were Indebted to the Defendant Lowe on the Account of Athelana Lowe & Company Two Thousand Pounds more than the Complainant & this Deponent Owed to the Defendant Lowe on their own Account

To the twenty seventh Interrogatory this Deponent saith he does know that the Defendant Lowe did Examine & Search the Books of the Complainant & this Deponent & found that the Complainant & this Deponent were Indebted to the Defendant Lowe on the Account of Athelana Lowe & Company Two Thousand Pounds more than the Complainant & this Deponent Owed to the Defendant Lowe on their own Account

To the twenty eighth Interrogatory this Deponent saith he does know that the Defendant Lowe did Examine & Search the Books of the Complainant & this Deponent & found that the Complainant & this Deponent were Indebted to the Defendant Lowe on the Account of Athelana Lowe & Company Two Thousand Pounds more than the Complainant & this Deponent Owed to the Defendant Lowe on their own Account

To the twenty ninth Interrogatory this Deponent saith he does know that the Defendant Lowe did Examine & Search the Books of the Complainant & this Deponent & found that the Complainant & this Deponent were Indebted to the Defendant Lowe on the Account of Athelana Lowe & Company Two Thousand Pounds more than the Complainant & this Deponent Owed to the Defendant Lowe on their own Account

To the thirtieth Interrogatory this Deponent saith he does know that the Defendant Lowe did Examine & Search the Books of the Complainant & this Deponent & found that the Complainant & this Deponent were Indebted to the Defendant Lowe on the Account of Athelana Lowe & Company Two Thousand Pounds more than the Complainant & this Deponent Owed to the Defendant Lowe on their own Account

To the thirty first Interrogatory this Deponent saith he does know that the Defendant Lowe did Examine & Search the Books of the Complainant & this Deponent & found that the Complainant & this Deponent were Indebted to the Defendant Lowe on the Account of Athelana Lowe & Company Two Thousand Pounds more than the Complainant & this Deponent Owed to the Defendant Lowe on their own Account

To the thirty second Interrogatory this Deponent saith he does know that the Defendant Lowe did Examine & Search the Books of the Complainant & this Deponent & found that the Complainant & this Deponent were Indebted to the Defendant Lowe on the Account of Athelana Lowe & Company Two Thousand Pounds more than the Complainant & this Deponent Owed to the Defendant Lowe on their own Account

To the thirty third Interrogatory this Deponent saith he does know that the Defendant Lowe did Examine & Search the Books of the Complainant & this Deponent & found that the Complainant & this Deponent were Indebted to the Defendant Lowe on the Account of Athelana Lowe & Company Two Thousand Pounds more than the Complainant & this Deponent Owed to the Defendant Lowe on their own Account

To the thirty fourth Interrogatory this Deponent saith he does know that the Defendant Lowe did Examine & Search the Books of the Complainant & this Deponent & found that the Complainant & this Deponent were Indebted to the Defendant Lowe on the Account of Athelana Lowe & Company Two Thousand Pounds more than the Complainant & this Deponent Owed to the Defendant Lowe on their own Account

To the thirty fifth Interrogatory this Deponent saith he does know that the Defendant Lowe did Examine & Search the Books of the Complainant & this Deponent & found that the Complainant & this Deponent were Indebted to the Defendant Lowe on the Account of Athelana Lowe & Company Two Thousand Pounds more than the Complainant & this Deponent Owed to the Defendant Lowe on their own Account

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To the one hundred and twelfth Interrogatory this Deponent saith he does know that the Defendant Lowe did Examine & Search the Books of the Complainant & this Deponent & found that the Complainant & this Deponent were

532.

Cannovan Bales Sampson

1758			
July	23 By 1 Pc Long Cloth Number of Yards	3.21	
	By 2 Pcs Muslins	4.21	
	By 5 Pcs dto Cannovan	5.	
	By 2 Pcs Long Cloth Ord.y	4.	17.
	By 5 Pcs Long Cloth Ord.y	10.	
7	By 2 Pcs Salempores	1.25	
12	By 1 Pc Long Cloth	2.	13.25
25	By Ballance due from Cannovan Sultan		18.
	By 26 Pcs of Long Cloth for Wages @ 32 Pc Corge	11.25	
	By 16 Pcs dto White for dto @ 30 Pc Corge	30.	
6	By 15 Pcs 45 Yds Long Cloth Sold to the Dept for the Wages of Corge Hamier Sultan @ 80 Pc Corge	36.	
		130.29	118.16
	Exported	1095.9	

September the 1st 1761

Excepted

Reckon Exchange Rupees Sicca Soldo & Rotolo de Pano

Myself Company Mantaz Mr Clerk for received Assign Dept Mr Crook

for Honourable Ld Sandys Honourable Dept Surveyor of

Moyna Cordegan

Hamier Sultan

Margaret Court
Hadrianopolitan

Lord

Second
Arthur Cuthbert Esqr Major
John Osborne Esqr Lieut Colonel
Thomas Bowes
Thomas Smith
Adamson

Margaret Court

Bellamont Cuthbert Esqr Captain
Robert Esqr Lieut Colonel
and Commander of the Forces
Joseph Mandell Esqr

Whereas Doubts have arisen touching the Powers and Authorities of the Governor and Council of Bellamont to Call Courts Martial for the Trial of Offenders and to Confirm and Execute the Sentences of such Courts Martial, and whereas it is Expedient that such Powers and Authorities should be Declared and Confirmed by Act of Parliament, and whereas Offences may be committed by Officers and Soldiers in the Service of the Said Settlement of Bellamont for which no adequate Punishment can be inflicted under the Articles of War for the Government of His Majesty's Land Forces and Marines while employed on Shore, and it is therefore necessary that other Provision should be made for the Punishment of such Offences, and to the End that Justice may be duly Administered, and Discipline preserved in the Said Settlement of Bellamont, and the Forces employed in the Defence thereof, it is Enacted by the Authority of the Governor and Council of Bellamont and the Assembly of the Said Settlement, and by the Authority of the same, that from and after the Passing of this Act it shall and may be lawful for the Governor and Council of Bellamont for the Time being, or any Three or more of them, to Call Courts Martial for the Trial of Offenders, and to Confirm and Execute the Sentences of such Courts Martial, in the same Manner and to the same Extent as Courts Martial are Called, Confirmed and Executed by His Majesty's Commander in Chief of His Land Forces and Marines in Great Britain, any Law, Custom or Usage to the Contrary notwithstanding: Provided always, that no Sentence of Death or Transportation shall be given by any Court Martial to be held by Virtue of this Act, nor shall any Sentence of Death or Transportation be executed upon any Offender by the Governor and Council of Bellamont, unless the Offender shall have been Convicted before the Said Court Martial of Wilful Murder, or of Murder by Premeditation, or of Murder in the Execution of Justice, or of Murder in Resisting Lawful Authority, or of Murder in Revenge for Justice done in the Execution of his Office

595

Dismissed with Costs

Decree that the Complainant's Bill be

Filed 28 August
Ao 1765

To the Honorable the Mayor & Court
of Madrespatnam

Humbly Complaining Shewe to the Honble the Mayor & Court
Orator George Mc Garkell of Madras Victualler that whereas Richard Morse Surgeon
Make in the Honble Company's Service Stands Indebted unto Your Orator in the full
and just Sum of Thirty three Pagodas thirty fanams Current Money of Madras on making
in Nothing Money of Good Exchange the Sum of Fourteen Pounds Nine Shillings &
three pence Arising upon a Promissory Note of Hand Bearing Date the Ninth day
of February which was in the Year of our Lord One thousand seven hundred and sixty five
One which said promissory Note is ready to be produced to the Honble Court
when Required

Your Orator further Sheweth unto the Honble Court that he hath
frequently and in an Amicable Manner required payment from the said Richard Morse
of the said Sum of Thirty three Pagodas thirty fanams

But now so it is May it please the Honble Court that the said
Richard Morse Notwithstanding will refuse to give Your Orator any Manner of
Satisfaction touching the Premises Your Orator therefore prays all proper Relief such
as to this Honble Court shall Appear Agreeable to Equity and Good Conscience
Forasmuch therefore that merciful Mayor May upon the Corporal
Oath of your Orator and proper Witness make to All and Singular the Matters and things
herein before Alleged and sufficiently truly fully Effectually and Effectually as
if the same were here again Repeated and Interrogated & that thereof Richard
Morse May be decreed to pay unto Your Orator the aforesaid Sum of Thirty three
Pagodas

536

and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of Thirty three Pounds fifty three Shillings and four Pence with Interest & Costs of Suit to be taxed & made allowed by this Court

Feb 22. 1765
Feb the 28th 1766

To the Right Honble the Master of the Rolls

The Humble Petition of William Keighley of Madras

Humbly Complaining sheweth unto this Honble Court that Your Petitioner William Keighley of Madras aforesaid Merchant is Indebted unto Your Orator in the full and just Sum of Thirty three Pounds fifty three Shillings & four Pence Sterling Money of Great Britain & Twenty Eight Pounds Ten Shillings and five Pence in Bengal Money upon a Promissory Note of Hand bearing Date the Twenty Ninth Day of September in the Year of Our Lord One thousand Seven hundred and Sixty six given to William Hickey of the same place Merchant which Said Promissory Note of Hand was Signed ever to Your Orator by the said William Hickey and which is in Your Orators Custody and ready to be produced to this Honble Court when required And Your Orator further sheweth unto this Honble Court that the said William Keighley was on or about the Month of August last past in the Said William Keighley of Madras aforesaid Merchant but now is or lately was in Bengal in the East Indies And Your Orator hopes that the said William Keighley may upon his Corporal Oath full true direct and Perfect Answer make to all and Singular the

Mayor's Court at Madraspatnam

Present
Arthur Cuthbert Esquire Mayor
Peter Manelle ___ Charles Smith
Aldermen

Friday the 3d day of October 1766

Between William Lewis Sackville Jones
Esquire Captain and Fellow
Knight of Madras Cavalry and Defendant

The Defendant being in Court and acknowledging the justness of
the Complainants demand, this Court doth therefore think fit to Order and Decree
and doth accordingly Order and Decree that the Defendant shall pay unto the Com-
plainant the sum of one hundred and seventy three Pagodas and sixty
Cash Pagodas 173.60 together with such Interest as may hereafter
become due thereon until full Payment is made and all Costs of this Suit

Fiat

In the Year 1766

To the Worshipful the Mayor Court
at Madrespatnam

Humbly Complaining Sheweth unto this Worshipful Court
Your Orator Cola Anguah Chitty of Madras Merchant, That Edward Lewis late of the
same place Inhabitant Madras Indebted Unto Your Orator in the Sum of one hundred
Pagodas Current Money of Madras exchange in Sterling Money of Great
Britain Amounting unto Eight Shillings the Sum of Forty three Pounds and four
Shillings Arising upon a Bond or Obligation bearing date the first Day of December in the
Year of Our Lord One thousand Seven Hundred and Sixty four Your Orator further
Sheweth unto this Worshipful Court that he hath frequently and earnestly Demand-
ed the said Edward Lewis to pay unto Your Orator the said Sum of One hundred
Pagodas

Notwithstanding May it please this Worshipful Court the said
Edward Lewis Obstinately and wilfully refuseth to pay the same or any part
thereof

Exhibit

Between Coja Sungamah Chetty & Madras Merchant Complainant and Edward Saml of the same place Inhabitant Defendant

It appearing by the Records of this Court that the Defendant hath Answered to the Bill & Order to Answer the Complainants Bill & hath wilfully & Contemptuously Refused to do, This Court doth therefore think fit to Order & Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of Ninety two Pagodas & Pagodas 3 — together with such Interest as now is or shall become due thereon until full Payment be made also all Cost of this Suit —

£ 6 18 0

Exhibited the 8th Oct.
Read the 8th do 1765

To the Honble the Mayor Court
at Madrapatnam

Humbly Complaining shewith unto this Honorable Court Your Orator Chinnah Van Seydengen of Portuguese Topaz Inhabitant of Pegapatam and Sumanah Chetty of Madras Merchant Humbly with Your Orator with full and just Sum of Six hundred Pagodas and upwards according to Account Taken and Stated between Your Orator and the said Sumanah Chetty by and Chinnah Chetty of Trongatore Merchant which said Sum for the value of Eight Shillings for every Pagoda will Amount to Two Hundred and Sixty Pounds of Lawful Money of Great Britain And Your Orator further shewith that he applied to the Common of Trongatore to know the said Sumanah Chetty has Assets in Your Orator's Hands to pay the said Sumanah Chetty

No 542.

Filed 18th Octr
Augt 22. 1765

The Answer of Ramanah Chitty of Madras
Merchant to the Bill of Complaint of Christian
Van Angelbeeck of the same Place Esqr
Complainant

This Defendant now and at all times hereafter saving and
reserving to himself all and all manner of Benefit and advantage of Exception to the
many Errors Uncertainties and Imperfections in the Complainants said Bill
of Complaint contained for Answer thereunto or to so much thereof as he this
Defendant is advised doth Materially Concern him to make Answer unto He
this Defendant Answereth and saith that he Absolutely Denies that he doth
owe said Debts to the Complainant or the Sum of Six hundred Pagodas or any other
Sum of Money what soever on the Contrary this Defendant saith that the Complainant
doth owe said Indebtedness unto this Defendant in the Sum of Eight Thousand four hundred
and Sixty Two Pagodas ten Fanams and Forty Cash Current Money of Madras
as the Balance of all Accounts Depending between them And this Defendant
further saith that the Complainant hath Falsely Suggested that Chinnanah
Chitty was a Merchant of Tranquebar and that the Accounts on the Ballance of
which the Complainant unjustly Grounds this Defendant is Indebted unto him
in the Sum of six hundred Pagodas were Settled between him and this Defendant
whereas this Defendant saith that the said Chinnanah Chitty was not a Merchant
but the Complainants Broker and an Inhabitant of Negapatnam and Absolutely
denies that any Accounts Whatsoever Relating to the Complainant were ever
between the said Chinnanah Chitty and this Defendant at Tranquebar or that the
Accounts now Depending between the Complainant and this Defendant were settled
either between the said Chinnanah Chitty and this Defendant or between any other
Person and this Defendant either at Tranquebar or any other Place whatsoever

And

The Defendant humbly shews unto this Worshipful Court that the Court formerly made its Decree depending between the Complainant and this Defendant and therefore the Complainant had no Right to Call this Defendant to Account for whatsoever matter hath been done by the said Complainant upon Account of the Defendant wherewith he is Debt due to him to this Complainant Further Answer and Plead that the Complainant is not Entitled to the Sum of Eight Thousand pounds and Sixty two Pounds Ten Shillings and Sixty Eight and that he hath Exhibited the said Bill in this Worshipful Court against this Defendant only to Vex and Oppress this Defendant and if possible to prevent him from having proper Relief in this Worshipful Court against the Complainant for the Sum of Money this Defendant truly believes

All which Matters and things this Defendant is ready to aver Maintain and prove as this Worshipful Court shall Direct and Humbly prays to be hence Dismissed with his reasonable Costs and Charges in this behalf Sustained

Jo: Sykes
Attorney for the Defendant

Sworn in Court the 11th Oct. 1765
This Answer Engrossed between the
Pages of Acknowledgment was Sworn to by
the Defendant before Me
Claud. Lesall
Mayor

To the Worshipful the Mayor Court
of Madrespatnam

Humbly Complaining Sheweth unto this Worshipful Court Your Orator Emanuel Bello of Madrespatnam Merchant That Whereas on the 20th Day of October Anno Domini One Thousand Seven Hundred and Sixty four Your Orator Entered into Articles of Agreement with one Cash

Sworn before me in the Parish Court House this [illegible]

[illegible]

Clerk Sessions

Attorney for the Complainant

Sworn before me in the Parish Court House this [illegible]

[illegible]

Clerk Sessions

Attorney for the Complainant

Dr. Christian Segelcken with Coward & Ironmonger Chilly Cr.

1765 Jany	To Cash by him Received from Mr Baptist Chilly and Ironmonger Chilly	Rec		1765 Jany 31st	By Balance Ditto	2468 17 10
5 Day	To Cash Contra	1000				
9 Day	To Cash paid him on Account of Sundries	402	17 10			
	To a House bought of Mr	120				
	To Ballance Negapatam Agency 26085	1016	18			
	To Cash Paid on Account of Sickness	200				
	To Mr Lyon Lawrence by his Order	53	18			
	Postponed	2368	17 10		Postponed	2368 17 10

Fort St George 4th Octr 1765

Errors Excepted

C. Segelcken

If you would permit them to be read there after he has finish'd his Answer he will
believe how dutifully & Heard if that cannot be done May you will have Bond or to Order
them to finish his Answer duelly with Chancery Costs the Answer of the
Def. as the Oth Can believe me very ready to do the same for Com. &c. & to which Letter
an Answer of the two books of the same Bonds by Henry Albemarle Esquire to the Said
Replyant written on Stamp the purport of which was follows I receive the Letter
which you did me the honor to Write and I thank it is no more than just that Primans
Chetty should be obliged to pay what he owes I propose to go to Negapatnam
and settle his Accounts He says that he will pay the Sum of Money that is owing
for the Paddy that is to my Share according to the Custom of other Renters what
I owes to Mrs Cuttens he proposes to pay that by a Bill also to him at Tuffenpore
and of that is not pass he will pay her out for the other Affairs that have been settled
with Pearsons Chetty the Bill being but small Sum I am desirous of getting
some security for the same he has refused upon any manner whereon said
he proposes that as an Abatement of what he owes the amount whereof is four hundred
and fifty Pagodas I have the Honor to be &c &c" the Original of which under the Hand
of the said Henry Albemarle and the Copy of the said Replyants Letter is ready to be produced
to this Honble Court when required How Letters the said Replyant humbly hopes that this
Honble Court will look upon as a Sufficient Refutation of the Defendants Answer for
the said Replyant and that by a strict Attention to the Defendants Answer it
will appear that the Matter alledged by the Replyant in his Bill of Complaint is
consistent with the Truth and wants any further Testimony by Evidence to support
its veracity And whether the Defendant believes that the matter alledged in this the
Replyants Bill of Complaint respecting the two Letters to and from Tranquebar
is true or not is prayed may be Replyant humbly hopes this Honble Court will
give such Credit to the Letter from Henry Albemarle Esquire as the Nature of the
Case and the Matters in Question for as the Disputes between the Defendant
and the Replyant are matter of no Consequence to this Honble Court no Matter
whatever but that of Justice could induce this Honble Court to act as he Set in Equity in the
Manner as he has already done and which is particularly here before set forth

&c

550

Town Clerk for Answer to the Complainants Bill or such part thereof as the Defendant is advised is material for him to make Answer unto his Defendant Answereth and Saith that the Complainant and this Defendant has dealings together but the Complainant was rather a Broker to this Defendant than a Merchant Their Accounts were depending Untill in or about January one thousand seven hundred and Sixty four that the Balance of such Accounts were made up together and the Complainant found indebted to this Defendant in the Sum of Five hundred Pounds and upwards for which Sum this Defendant offered to Compromise for the Sum of four hundred and fifty Pounds as appears by the Memorandoms in this Defendants Original Bill of Complaint referred to therein and more fully appear. To all which Cause this Defendant doth humbly demand the Judgment of this Honble Court Whether he shall be Compelled to make any further Answer unto the Complainants said Bill of Complaint than as aforesaid.

All Which Matters and things this Defendant is ready to aver justify and maintain and prays as the Honble Court shall direct and humbly prays to be hence Dismissed with his reasonable Costs and Charges in this behalf most Wrongfully Sustained.

11th October 1765

Sworn before Me

John Debonnaire

Alderman

Ch. Van Sandauen

Chas. Bromley

Attorney for the Defendant

Guild Hall

11th Febry 1766

Ans. Rejoinder of Benjamin Chitty

Defendant to the Replication of Abraham Van Sandauen Complainant

This Defendant Answereth all and every the Matters and things in the Complainants Bill of Complaint Contained to the best of this Defendants Knowledge Remembrance and Belief Saving and Reserving to himself all Manner of Benefit and Advantage of Exception to the many Errors Uncertainties and Insufficiencies in the said Complainants Bill of Complaint

Contained

John Lyle
Attorney for the Defendant

Filed 4th Feb 1766

In Equity

Betty Husband Complainant by the Answer of
Christian Lovegrove Esqr Defendant

The Replication of the said Complainant to the Answer of the said Defendant Christian Lovegrove Esqr

The said Complainant reserving to herself all Advantage of Exception to the many Errors Uncertainties Insufficiencies and Imperfections in the said Answer contained for Replication thereunto saith that she will aver her said Bill of Complaint to be true certain and sufficient in the Law to be answered unto by the said Defendant and that the said Defendants said Answer is very insufficient and imperfect in many Material Points and Things therein contained to be replied unto by this Repliant and which for want of sufficient Answer this Repliant is advised is Material for her to make Proof of upon the Hearing of this Cause Wherefore and for divers other Errors Imperfections and Insufficiencies in the said Answer contained this Repliant doth pray as in and by her said Bill she hath already prayed

Exd

And the Plaintiff further saith that the said Defendant did not nor would Comply with the Plaintiffs Reasonable Demands And the Plaintiff further saith that the said Defendant has Contrary to Equity and Good Conscience refused to Answer the Plaintiffs Complaint And the Defendant further saith that many of the Matters Charged in the Plaintiffs Bill are Contained in Answers made by the Defendant to Bills Exhibited against him in the Court of Chancery by Divers Persons And that the Defendant has Answered the same to the Utmost of his Knowledge Remembrance and Belief And that the Defendant was not Compelled to Answer the Plaintiffs Bill of Complaint by any Process out of the Court of Chancery in Ireland And that the Defendant was not Served with any Subpoena to Appear to and Answer the Plaintiffs Bill of Complaint in any Court of Equity in Great Britain And that the Defendant was not Arrested Imprisoned or Detained by any Writ Issued out of any Court of Equity in Great Britain at the Time of his Answering the Plaintiffs Bill of Complaint And the Defendant further saith that he has Answered the Plaintiffs Bill of Complaint as fully and Perfectly as he is Advised he is Bound to do And that he Conceives it is not Necessary for him to make any further or other Answer thereto

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 as in and by his Cross Bill he already Prays

John Fisher
Attorney for the Defendant

Read & filed
22. April 1766

The Remainder Clerk for Defendant
Esquire Defendant Peter Explanation
Examined by the Complainant's

This Defendant now and at all times hereafter saving and reserving to himself all manner of Benefit and Advantage of Exception to the many Errors Uncertainties Imperfections and Insufficiencies in the

Wherupon taken in the said Application consideration by the Court the Defendants Counsel
is ordered true and sufficient cause to be Replyed unto And he also with his
said Counsel Answer he hath already said and does and will Abide and maintain
all and every thing and things therein to be true and certain in such manner and form
as they and every of them are therein alledged and Expressed.

All Which Matters and things the Defendant is ready
to Aver maintain and prove as this Honble Court shall direct and humbly prays
as in and by his said Answer he hath already Prayed.

Chas. Brandley
Attorney for the Defendant

A Monsieur Le Lieutenant Civil de la Prevosté de Paris ou en son absence
A Monsieur le Lieutenant particulier Assesseur Civil au dit Siege

Supplie humblement Jay et tout le cours dans L'Expose que le
Nommé Jeremie Chilly marchand Epicier de Toumay et de Ma bas jours
Estant Venu de Flandre pour Venir a Paris pour Son Negoce
Chez que Mr Pompe Le Jeune Le Medecin de Madame et Docteur de Sorbonne
Elue Archange afin que Sa Ste Jeune Eut Le Corps de Sad Jeremie Chilly
en Etat Je Suivant quel Est Convenu ce jour de Juin En Conduit de Tout Mr
Lieutenant Civil Mercredi Sa Jeune Fille de Jeremie au Jardin de La Prevosté
de Jeune Et Conduit Sous Le Sad Jeremie Chilly Le Jeune Et Sad Mr
Exposant Pour Leur Jeune Et Sa entre Exposante Sont Compris Partie Sous
Signés Et Sa Majesté La Reine Regente Sad Jeune Et Sa Compagnie Demeu
rant Rue de Jouy Jeune Sad Jeune Et Sa Sad Engagement Comme
Estant Le Jeune Et Sa Jeune Et Sa Jeune Et Sa Jeune Et Sa Jeune Et Sa
Exposé Ce Jeune Jeune Et Sad Et Sa Jeune Et Sa Jeune Et Sa Jeune Et Sa
Jeune Et Sa Jeune Et Sa Jeune Et Sa Jeune Et Sa Jeune Et Sa Jeune Et Sa

ensuite

Interrogatories to be Administered

unto Witnesses to be produced Sworn and

Examined on the part and behalf of Srimmanack

Chilly Original Defendant and Cross Complain-

ant in a certain Cause and Cross Cause wherein

Christian Van Leydingen is Original Complain-

ant and Cross Defendant and the said Srimmana

Chelly is Original Defendant and Cross Com-

plainant

Inall the Interrogatories as to the Witnesses Produced by the Original Complainant and Defendant in this Cause

1st Interrogatory

Do you know the parties Complainant and Defendant in this Cause and Cross Cause, If Yea, Declare how long have you so known them or either and which of them

Declare

2nd Interrogatory

Do you or not know or Believe not know of any Goods belonging to the Original Defendant and Cross Complainant being in the hands of Pellapah Chilly and Sabramoney Chelly or about the Month of January in the Year of Our Lord One Thousand Seven hundred and sixty four If Yea what Goods and to what Amount Were or were not the said Goods or any part of them taken by the Original Complainant and Cross Defendant If Yea, how and by what Means and upon what Account and for what Reason in particular Did He so take the same and what become thereof? Did He or did he not Account with the Original Defendant and Cross Complainant for the same or the Value thereof and part thereof If the whole of the Matters together with the circumstances relative thereto According to the best of Your Knowledge Remembrance Information and Belief together with the Reasons at each Answer fully and particularly Declare

Pellapah Chilly Sabramoney Chelly and Srimmanack Chelly

3rd Interrogatory

Do you or do you not know of the Original Complainant Christian Van Leydingen Compassing the Cross Complainant on Power at any time about the Month of January in the Year of Our Lord One Thousand Seven hundred and sixty four

MRO.

whether Mary Ann the Original Complainant or the Original Defendant pay
Him the Costs of the Suit and the Same or any Part of Money on Account thereof If
Yes what Sum of Money and to which of the Parties doth He so pay and when Doth He so pay
the same Lastly Shew the true Ballance Value or Difference between the Parties
Amount of the said Sum to which the Original Defendant is
Accountable to the Original Complainant If Yes How much doth the
said Ballance or Difference Amount to Lastly Was or was not the Ballance or Difference
in favour of the Original Defendant If the Said Original Complainant
Shall Refuse or neglect to pay to the Original Defendant or to any Person by his
Order or on his Account such Sum of Money or Ballance as shall appear to be due on the
said Account upon the Taking thereof Then Lastly Doth He so pay and what Manner Account with Reason for the same
The whole of these Matters According to the best of Your Knowledge Remembrance and
belief fully and particularly Declare

To Evidence
Lawrence

Did you ever Act at any time in or about the Year of our Lord
One thousand seven hundred and Seventy seven as Clerk to Mr Lawrence the Late Complainant
of Money for and on Account of the said Complainant If Yes how much did you
so receive and by whose Order and to what Account and Did you Account
Did you ever receive the same and Did you not the said Complainant Pay the
same or any part thereof to the said Defendant or to any Person on his Account
and if so What Sum and to what Account and in what Manner Account with them for the same
Matters according to the best of your Knowledge Remembrance and belief fully

and

1805

and Parties to the Petition

Said Witness } To the ... Do you or do you not know whether the Original Complainant

Orig Defendant Office, what Trade and how and in what Light is he held upon those

and how Are His Circumstances whether as a Merchant or not, or what the Nature and Nature &

Capacity of a Broker he May Have or Have not Carried on and what

Capacity either to the Original Complainant or any other Person or Persons

You not Know or Have you or Have you not Been Informed by any Person or Persons

Person or Persons Whatever Relative to the Original Complainant Said Complainant

at any Time or Times Since the Year of our Lord One Thousand Seven Hundred and Eighty

either at Tranquebar and any other Place? Do you or do you not Know or Believe you

or Have you at any Time or Times Been Informed whether the Orig Complainant

was or was not Indebted to the Orig Defendant in Any Sum of Money &c

whole of these Matters According to the best of your Knowledge Remembrance and

Belief fully and Particularly Set forth —

Said Witness } To the ... Do You Know of any other Matters or Things or Have you Heard

You Left Unsaid any Thing touching the Matters in Question in this Cause which

Ought May Tend to the benefit or Advantage of the Original Complainant

Complainant? If You, Declare the same as you Know Have Heard Believe or

believe, together with the Reasons of such Your Knowledge and Belief as fully

you Can Have Recourse to Particularly Setting forth —

John Archd

Attorney for the Original Defendant

and Cross Complainant

Translated from the Dutch

Depositions of Witnesses taken on a Commission Issued Out of the Court

of Chancery in England at the Instance of Abraham Van Zylangen Esqr Agent

Factory of Madras Complainant and Exhibited Against Him and Others

Factory of the Danish Place Merchant Defendant and Edward Monckton

Esqr Complainant and the said Abraham Van Zylangen Defendant

Sabo

At the Request of Sabo a Negro Slave aforesaid by a Commission issued by the Mayor Court of Judicature in the County of Surrey to me directed by the name of Thomas Hopkins Esq. Chief Justice Solomon Mendes and Edward Campbell Esqrs Assistant Judges of the said Court on the Behalf of said Negro Sabo I the Interpreter of the said Court Cornelius Knapen Made Up, which also has been present at every Sitting of Court and Sworn as follows

Tomarigah Father of Negapatnam about 32 Years old, who being produced pursuant to said Commission to Testify in the Cause depending in said Court between the Original Plff and Cross Complainant Sabo Defendant in Error

To the first Interrogatory Saith he knows the Parties well Viz! Van Leylingen since the Year 1764 and Commanah Chitty from abovt 1762 being born at Negapatnam

To the fifth Interrogatory Saith that Van Leylingen purchased from Commanah Chitty about Three in the Year 1764 and proved to be a Bad Slave, but that he doth not know for Reasons he gives whether or not he has been paid for

To the Ninth Interrogatory Saith that Commanah Chitty died in or about the Month of March last, that he in the place always has been regarded as a Merchant and never acted as a Broker to the Original Complainant Jacobus Van Leylingen or any other Person That in the Year 1765 Mr Alexander between Van Leylingen and Commanah Chitty were at Jaffna and that afterwards Commanah Chitty departed to Negapatnam having been confined before Several days and having offered a Sum of four Thousand Pagodas for to get free from a false accusation laid by Innocent and Commanah Chitty, But that he Commanah Chitty died Wholly Ignorant to the Duke of Leeds Title to said Slave, That Commanah Chitty bought Sabo of Van Leylingen and the before Mentioned Commanah Chitty the Father in Law to the Governor of Jaffna Place for to demand and receive from Commanah Chitty still two or three hundred Pagodas, but that he cannot say whether Commanah Chitty paid them or not or for what Sabo pretended was made) that

Commanah Chitty

1814

Sworn before Me

Jno. Anderson

Alderman

Jemaiah Tilley Krishawah Samuel Pilgrim

be found out by the Account kept by both of them we do here set and put down among other Losses found having had Confidence in the Intermarker

To the Tenth Say that Timmanah Chitty always has been regarded as a Merchant by himself and that they know not whether he acted with Mr. Van Seylengen or any other Person was Broker but did well Know that whenever any thing was to be purchased he used to goe In Company of Van Seylengen and entering in Treaty with them concerning the purchase the Merchandizes and sell them again, Shaden the Year 1765 the Accounts between Van Seylengen and him were adjusted here in the place and thereupon Timmanah Chitty went to Tranquebar, having first been confined several days and having offered a Sum of four thousand Pagodas for to become free from a false Accusation charged by Arnapam and Chinnan Chitty, Viz. that he Timmanah Chitty had wrongfully manifested the Sorts of Cloth brought by them, Shaden Timmanah Chitty went to Tranquebar Van Seylengen hereupon the next Week Chinnan Chitty the Elder with a Letter to the Governor of that Place for to demand Justice upon Timmanah Chitty but before Van Seylengen Letter was Delivery Chinnan Chitty the Elder and Arnapam being gone about the Country, Said Deponent that they can do not tell whether Timmanah Chitty has paid or not.

That Timmanah Chitty has several times received Money from Van Seylengen and paid it him again, but that they do not know whether he by the Reckoning of the Account Stood Debtor or Creditor

To the Tenth They say that the Affair of the Cloth which Timmanah Chitty had bought from Van Seylengen would well and properly have been stayed since the before Mentioned Imbarkation Arnapam and Timmanah Chitty had not delivered any Writing concerning the Van Seylengen but only Written for getting into Favour that by Timmanah Chitty the Sorts of the Cloth not exactly been manifested.

Have Translated as near as could be from the Dutch Language by Me

J. Ph. Fabricius

Sworn before Me

[illegible]

[illegible]

[illegible]

Kistnanah Tremanah Pullay Audy Nannapah Tyen
Nanagah Pullay Conapaty Moodu Chitty Cunjah
Chitty Tuppanna Chitty & Muruh Chitty the first three
Old, the second 44 the third 32, the fourth 35 the fifth 30 the Sixth 50 and the
Seventh about 28 Years Old having been produced, put under Oath, and Examined,
declared as followeth

To the first Interrogatory they say they know the Parties and Viz.t Van Leydingen
since the Year 1754 when he came as Senior Merchant to the East and Tremanah
Chitty from a long time as living down here, except Audy Nannapah Naick, who
knows Van Leydingen since the Year 1761

To the third they say they know well that Van Leydingen in the Month of February 1764
put Tremanah Chitty in Prison on Account of the Raw Silk which Tremanah
Chitty had bought from Van Leydingen, that he confined three or four days,
and that Tremanah Chitty thereafter was releas'd upon only Person having got
the Interrogated Cunjah Chitty, Tuppanna Chitty and Conapaty Moodu Chitty
interpose by beating him for three Pagodas which were also really paid on Account
of the said Raw Silk, otherwise Tremanah Chitty would have undergone
more persecutions because of a false Accusation laid to his Charge, that he had
wrong by Mismanagement the Sorts of the Silk

To the Ninth they say that Tremanah Chitty dealed in Several Merchandizes
and that for Many he was looked on as a Man trading for himself but cooperated
now as a Company Man and that he has not Acted in the Capacity of a Broker
to Van Leydingen or to any body and that the Interrogated had been that to them
Tremanah Chitty and Van Leydingen all Accounts have been clear in the
place made up in an unjust Manner by the payment of a Considerable Amount
that before that time they had also been informed that Tremanah Chitty had
Credit from Van Leydingen for three Pagodas Raw Silk paid part but the more

Sworn before Me
Evan Lewellen
Alderman

Cawthy Hadday Informant Kelly Examined
32 Years old Having been previously sworn
is followeth

No 119

[illegible]

[illegible]

[illegible]

Yesterday I received a Letter from Mr Van Leydenyon, Concerning
Runnamah Chilly, inclosed which I have written to Mr Lord Upon the Case Chilly and he work
nothing more but to the Contrary he says that Mr Van Leydenyon had made himself agreed
him with that Slave. Therefore I have not made her Complaint at Before he has shew
me the Copy of the Letter which he has written on that Concern. As for the rest of Van Leydenyon
Will Inform that he owned Nothing to the Negroes with Runnamah Chilly. I know not
what they have transacted. Mr Van Leydenyon has not written me any thing further
with regard to his Affair, So I can't what I Remember about it.
Being always ready to serve your Honour when Occasion offer, I have the Honor
to be with perfect Esteem.

Honble Sir

Your Honour's
Most humble & Obedient
Servant
Herman Hoboster

Fort Casimir
the 8th of January 1766

The Truth of the former Translation of
this Letter from the French has been
attested by Jacques de Sanssure
Clerk

The within is a true Translate extract taken from the Translate of a Dutch Translation
from the Original Written in French.

J. Phil. Sanbrieus

Supreme Court of Judicature
Madras Original Side

Present

The Hon'ble Arthur Cuthbert Esquire Major
The Hon'ble Harrella ___ & Charles Smith
Aldermen ___

Between Christian Von Eydenzon
of Parkhead House Esquire Late Captain of
Nagapatnam Compliment Corps
in the City of Madras Merchant
Plaintiff

And

Frederick Cuthbert Esquire Major
Commanding the Nagapatnam Compliment Corps
Defendant

This Cause coming on to be heard and Debated the Day upon the
presence of the Attorneys on both sides upon reading the Complaint and Bill the
Defendants Answer the Cross Bill with its Answer Counter Answer the Replication
the Cross Defendants Answer the Rejoinder the Cross Complainants Rejoinder
the Rejoinder Two Exhibits on the part of the Original Complainant the
Interrogatories and Depositions on the part of the Original Defendant one
Exhibit on the part of the Original Defendant on hearing the Pleadings and
views of the Attorneys and on due Consideration had thereon Appearing
to this Court that neither the Original Complainant Christian Von Eydenzon
nor the Cross Complainant Emmanuel Reilly have produced any Proof in
support of their respective Demands this Court doth therefore Dismiss
the Bill and Decree and doth accordingly Order and Decree that the

1779

Filed Nov 18 1765

To the Honble the Mayor's Court
at Madraspatnam

The Humble Complaint of Thomas Hall Esq
Your Orator Humbly Sheweth That Whereas Thomas Hall Esq
Late of Fullerton in the County of Sussex Doctor of Physick
Deceased in his Lifetime and at the Time of his Death Stood
Indebted unto Your Orator in the Sum of Three Hundred
Pagodas Current Money of Madraspatnam and Upwards Of
Seven Hundred and Fifty Pagodas Current Money of Madras
aforesaid Which Debt Your Orator Hath Frequently Demanded
of the said Hall Deceased and Since his Death of Elizabeth
Hall Widow and Executrix of the said Thomas Hall Deceased
and Part Owner of One Hundred and Eighty Six Pagodas Current Money
of Madras making upon Sterling Money of Great Britain at the Rate of Eight Shillings
and Two Pence a Pagoda Six hundred and Sixty Six Pounds Eight Shillings
and Eleven Pence fully Appear by an Account Current hereunto Annexed for the
Inspection of the Honble Court And Your Orator further Sheweth unto the
Honble Court That He the said Thomas Hall Deceased and
Elizabeth Hall Widow Executrix Frequently and in a friendly Manner
Requested Your Orator to Pay unto them Madras Currency
of One Hundred and Sixty Six Pagodas and Sixty Six Fanams
Between which Time and the Death of the said Thomas Hall the said
Elizabeth Hall Executrix Humbly and Willfully refuse to pay the same to
Your Orator and the said Elizabeth Hall Executrix
Hath by many Shifts and Subterfuges hindred Your Orator
from Receiving the same Your Orator therefore Prays

Sir

Your Honour Rear Admiral Cornish with Mess.rs Ly Swanzy Cotty Robert Hamilt Romach Cotty & Hamilton Oliver Cotty & Co.

1765 Oct.r 22	To Pardon Dis.t Mark for the Hon.ble Your Rear Admirals Company	31. 6.		By Exchange of Chang Chinar 1776. 6. Nagapatnam and Madras Currency	3	30. 6.
1765 Oct.r 6	To The Amount of Goods sent by Your Order to Batavia being Pagodas 1165 at 5/6 which Sum Dolars Rupees 370 for Goods belonging to Messrs Lyly Swanzy Cotty & Hamilton Cotty the Santander	1205.		By Ballance		1166.
1765 Dec.r 17	To Robert Colebrook Esq.r when we together with Hon.ble Mr Cook being order'd on the Expedition against Manila & granted Pardon & Allowance to the Ship at Batavia upon	500.				
	for our Return with Pagodas 1500 after our Arrival by Companies Orders Wages					
	To Ditto Ditto Ditto on the said Brother Merchants Return in your Expedition from Manila to Negapatnam Pagodas 1500 after our Arrival at Negapatnam per Day by Companies Orders Wages that Time of their staying Chitty our Share during Ditto	750.				
	To Cash Advanced by you when at Batavia for Expences of the Expedited Allowance	220.				
	Pagodas	1776 6.				1776 6.

Fort St George 16 October 1765

Errors Excepted

D.P

B

you to forget, that never be brought in remembrance hereafter whatsoever you presume to do if you shall be commanded by Council according to your duties with Justice and Equity as Custom may you must not hereafter be doubtful of any one thing whatsoever you may therefore Confide in the Faith of this my Court, Chearfully return back and follow your Occupations of Merchandize, and live happy both yourselves and those belonging to you the day and date aforesaid.

(Signed)

Christian Van Teylingen Governor

Nicholas De Lyncum Second

(Have Translated a true Copy from the Original Letter by Canacopah Sworn Interpreter.)

Solon Sykes

Attorney for the Complainants

Tuesday the 28 day of October Anno Domini 1766

Present

Mr. Peter Manvielle Senior Alderman

Thomas Pomney — Charles Smith Esq.

Frances Fowden — Aldermen

Between Mostly Sreengatam Chetty Cabe of Pallicat Cabe of Madras Merchant & Chelly and Chowchella Mata Chetty both of Pallicat Merchants Complainants and Christian Van Teylingen late of Negapatnam but now of Madras aforesaid Esquire Defendant

(L.S.)

Mayor's Court Madraspatnam

Sue

An Ordinance

[illegible]

[illegible]

[illegible]

No 25

Petition 3d Oct 1756
Read Nov 1st 1756

To the Honble the Mayor Court
at Madraspatam

Humbly Complaining Sheweth unto the Honble Court
Your Orator Ho Woodhouse Arthur Corbet Esqre Mayor of Madraspatam Inhabitant
Peroual the Rajahs of Madras Inhabitant also Indebted unto Your Orator in the Sum
of Sixty four Pagodas and fifteen fanams Current Money of Madras
making in Sterling Money of Great Britain Accounting every Pagoda Eight Shillings
the Sum of Twenty two Pounds and three Shillings Sterling Arising upon a Bond or Obligation
bearing date the first Day of February in the Year of Our Lord One thousand seven hundred
and Sixty six whereby the said Bond or Obligation is in your Orators Custody or Power to
be produced to the Honble Court when Required As by Your Orator further Sheweth unto this
Honble Court that he hath frequently and in a most Civil Manner Required the Payment
of the said Peroual de Rajahs the said Sum of Sixty four Pagodas and fifteen fanams
But now so it is true it is that the Honble Court the said Peroual de
Rajahs Contemptuously and wilfully refuses to pay the same or to give Your Orator any Manner
of Satisfaction touching the same Your Orator therefore prays a Genl Writ of Subpoena to
the Honble Court shall appear personally to Answer and Conformable to Equity and good Conscience to the said
Premises that the said Peroual de Rajahs 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 Sixty four Pagodas
and fifteen fanams with all such Interest now or shall hereafter become due thereon
and all Costs of this Suit

Manner of Service the Honble Court to cause the said Peroual
de Rajahs to be Summoned and Injoined by the Sheriff of Fort St George Town
of Madraspatam and the Precincts thereof personally to be and Appear before
the Honble the Court at a Certain time and place to be by the Honble Court Prefixed
and

526

529

To the Honourable Court of Chancery

Chas: Bromley
Attorney for the Complainant

Read 9th Feb.
9th February 1766

The Answer of Cumpanumall of Madras Broker
Defendant to the Bill of Complaint of John Delmaire
of Fort St. George Merchant Complainant

The Defendant now and at all times hereafter saving and reserving to himself
all and all manner of Benefit and advantage to be had and taken to the many Errors and Insufficiencies
in the said Bill contained for answer thereunto or unto so much thereof as this Defendant
is advised Doth Weakness is necessary to make Answer unto he this Defendant
answereth and saith that he absolutely denies to be indebted unto the Complainant
in the sum of three hundred and fourteen Pagodas nor any other sum or sums
of Money whatsoever on the Exchange the said Transferor stands indebted unto this Defen-
dant in the sum of two hundred and ninety five Pagodas twenty one Fanams and twenty
Cash as will appear in the Narrative and this Defendant cannot admit that the said
Transferor did ever Lend or advance unto this Defendant the said pretended sum
of three hundred and fourteen Pagodas on his writing Obligatory as set forth by the Com-
plainant in his Bill of Complaint which this Defendant prays that this Honble
Court that the Complainant may be obliged to answer the several Interrogatories in the said
Writing Obligatory to his Reputation but to refer unto this Honble Court the falsity
of the Complainants demand this Defendant begs the attendance of this Honble Court
to the following narrative that on or about the twenty fourth day of March which was in
the Year of our Lord one thousand seven hundred and sixty two this Defendant entered
with Murphy Carew to build him two Vessels for the sum of one thousand five hundred
Pagodas which was to be paid on board in order to procure materials at the cheapest
rate whereof this Defendant having provided the Money paid and a deduction being
made for Commission of the Contract of two hundred and thirty four Pagodas twenty
six fanams and twenty Cash by the said Murphy Carew remains due to this

Defendant

of two hundred and thirty four Pagodas twenty six fanams and twenty Cash from the
Transferee on Account of the deduction for commission made by the said Murphy as
aforesaid aforesaid, and this Defendant further says that the remainder of the work undone
by this Defendant will amount to one hundred and fifty four Pagodas or thereabouts
which this Defendant is ready to accomplish agreeable to his contract provided the
the said Inchapah Mackey pursuant to his agreement, and also pay him the sum of
one hundred and twenty one Pagodas twenty six fanams and twenty Cash due to
this Defendant by the Transferee on account of the Stoppage by the said Murphy
second Servant, agreeable to his promise which said two Sums will Amount
to the sum of two hundred seventy five Pagodas twenty six fanams and twenty
Cash which is the sum that the Transferee actually stands indebted unto this
Defendant according to his agreement with this Defendant and the said Inchapa
Mackey and this Defendant further answers that he hereto demanded the
remaining sum of one hundred and fifty four Pagodas from the said Inchapah Mackey
to purchase the Necessaries to carry on the said work, who as often replied that he could
not get it from the Transferee which was the real occasion of this Defendant not
proceeding further on the said work this Defendant humbly presumes that he has
by his genuine narrative of the Transactions, that has passed between the said Murphy
Cawn and the unjustifiable deduction made by the said Murphy Cawn's servant
as also the Agreement made by the Transferee plainly and clearly demonstrated
that the Transferee is truly and justly indebted unto him the said sum of
two hundred and seventy five Pagodas twenty six fanams and twenty Cash upon
this Defendants finishing the said Building and for the Transferee not proce-
eding the agreement neither the said Inchapah Mackey or this Defendant is
obliged to do to the said building upwards of one Hundred Pagodas worth of work
according to agreement and consequently what work already done ought not
to be esteemed for that sum whatever

All which Matters and things this Defendant is
ready to aver maintain & prove as this Court shall direct and
humbly

about repairing the said Murphies House the Defendant drawing for the same
he would be obliged to frequently desist the Sum to be paid to the repairation of the House
and the second Time he drew Wages the said Murphies Came to inspect his Compleat
whereon he found the Defendant had received the Sum of One thousand One hundred
and Eight by the Plaintiff and the repaire inadequate to the Sum he had received Whereupon
the said Murphey Came Complaine to the Transferrer of the imposition of the Defendant
the Transferrer sent for the Defendant and acquainted him of the Complaint of the said
Murphies Came and after some Altercation the Defendant Entred into the Agreement of
the Seventh day of September One thousand Seven hundred and Sixty four, which is as
follows Viz. Memorandum of Articles Each Layer do hereby Acknowledge to have
agreed with Patt Roebuck of the same Place as follows, Viz. being the remainder Sum
of three Hundred and fourteen Pounds to me coming out of the Repaire of Saint Thomas
Murphies Murphies Came House on which Account the Work is now stopt Thereupon
the Remainder of the said three Hundred and fourteen Pounds being paid unto
the Trustees of Exchequer Receiver from whom I shall duly receive The Sum agreed
for I Obliege myself to finish the Works, the Orders for Stone Chimnies he is to procure
The Trustees of Exchequer Murphies will pay him the Value the Portentage of the
Work to be done That he made the Roboats to be paved with Square Brick and
the Walls to be plaistered with Scotch Chimnies, the Water Fountain and all the
Appurtenances to the Same and fine Chimnies and the Passages before the House
to be paved with the same Bricks Also in Case there should be any deficiency in
their Flue I oblige my self to be Accountable for the same Then I Agreed and
have given here this Agreement Witness my hand Witness Patt Roebuck
and Clemence Medely to their Cross Mark drawn by Upon signed Memorandum
The Transferrer the said Copyhold sacks, receipts of the Agreement made
with me on the behalf of Transferrer Murphies Came to engage the Defendant
to finish what he had begun as he agreed and compleated the Defendant
then the Work proposed that remained but to the Sum of Mentioned at
one Time the Sum of Two Hundred and Eighty Pounds was paid to the said

Defendant

Scotts as the Conveyancer has informed the said Replyant who further acquaints him
that the whole affair was transacted by himself on the part of Murphey Cavan and
that he is answerable to the said Murphey Cavan for the whole Sum of One thousand one
five hundred & eighty Six the said Murphey Cavan insisting on the Conveyancer to take
upon himself the Remainder Sum of three hundred and fourteen Pounds, which
Sum was returned agreeable to the Writing of the Seventh day of September (One
thousand seven hundred and sixty four) on hopes of getting the Work completely
finished, as a Survey of the Building by Messrs Threlfall & Bowers had been made
who gave in their Opinion that it would cost the Sum of four hundred Pounds to put it
into the proper Repair as specified in the first Agreement the Conveyancer being responsible for the
Transaction of the Papers and to Murphey Cavan he advanced the Money as before related
but as soon as Murphey Cavan had taken the Papers he entirely neglected the
Work spent the Money and put the Conveyancer to great Expence & Uneasiness the Conveyancer
was obliged to make over the care of the Building belonging to the said Replyant as the Conveyancer
was entirely wearied of

All which Matters and things the said Replyant is ready &
willing to prove in such manner and form as this Honourable Court shall direct and
humbly prays as he by his said Bill hath already prayed

Chas Bromley
Attorney for the Replyant

A.D. 1768
27th May 1766

The amended Rejoinder of Thompson
of Hadrian Brooke & Co Defendants to the Replication
of John Debenham of Ipswich Merchant
Complainant

This Defendant for amended all time hereafter saving and reserving
to himself all manner of benefit and advantage of exception to the many Errors uncertainties
imperfections insufficiencies and Misnomers in the said Replication contained
doth find that the Defendants Answer and the Exhibits therein mentioned
Replied

Complainant appears in the Transcript given in his Replication to be no other than an agreement given by the Defendant to the Transferrer to furnish the repairs of the Said House provided the Transferrer paid into the hands of Sohapah Mastery the Sum of Three Hundred and fourteen Pagodas which he has not done, for it appears by the indorsements on the Agreement given by the Transferrer to the said Sohapah Mastery that only One Hundred and Sixty Pagodas were paid to the Said Sohapah Mastery, and which Said Agreement is ready to be produced to this Honble Court, when required and it will also further appear, that the Transferrer took the Said Sohapah Mastery for the performance of the remainder of the Work that was to be done by the Defendant to the said House with Submission the Defendant humbly conceives that the Said Sohapah Mastery is Answerable to the Transferrer and not the Defendant for the Money the Transferrer hath advanced to furnish the repairs of the said House, the Defendant further saith that the Transferrer hath only paid to the said Sohapah Mastery the said Sum of One Hundred and Sixty Pagodas instead of three Hundred and fourteen Pagodas, and that at sundry times which is the reason of the not being quite repaired though the Major part is repaired, and the other would have been done, if the Transferrer had deposited the Sum that he hath falsely Transferred to the Replyand into the hands of the said Sohapah Mastery, as Stipulated in the agreement and this Defendant further saith that he can not admit that the Transferrer ever paid to the said Sohapah Mastery the Sum of One Hundred and Sixty Pagodas at one payment for the same were paid at different times, as aforesaid, and which payments is indorsed on the said Agreement given by the Transferrer to the said Sohapah Mastery, and the Sum of one Hundred Pagodas paid to Lingah Concoply was reimbursed on part of the pretended Sum of Four hundred and Sixty four Pagodas Seventy six Fanams and twenty Cash, which was deducted from the said Sum of one Hundred and Eighty six Pagodas, by the said Murphers Cous Servants and not money advanced on Account of the repairs, as the Transferrer has mispresented to

the

Sworn

Interrogatories

Examined

Knowledge Haw

Ravenscroft Hedley

Hardy Maslem

Starkie

Morton Cornforth

Cornforth Hedley

Simpson Thornton

Nathan Ramsden Hebden

Sworn

Interrogatories

Examined

Knowledge Haw

Ravenscroft Hedley

Hardy Maslem

Starkie

Morton Cornforth

Cornforth Hedley

Simpson Thornton

Nathan Ramsden Hebden

and Defendant in the Title of these Interrogatories mentioned, if You know any of them either and which of them Declare

To the same 2. Do You know or do you not know of any and what Agreement was made and Entered into bearing Date the 26th day of March 1762 between Murphey Cavin and Vanpermandt of Yea set forth the purport of such Agreement Do You know or do You not know if any and what Sum or Sums of Money was paid and advanced by the said Murphey Cavin to the said Vanpermandt for and on account of the said Agreement if You set forth the same Do you know or do you not know how far and in what manner the said Vanpermandt for and on account of the said Agreement acted if You set forth the true State of the said Vanpermandts Transactions and the Situation thereof and Whether the same were fulfilled pursuant to the said Agreement to the best of Your Knowledge remembrance and belief Declare

To the same 3. Do you know or do You not know of any Agreement that was made and Entered into between the Transferer Data Lethea and Vanpermandt dated the 7th day of September 1764 if You what was the Consideration of such Agreement and the Conditions thereon Specified set forth Do You know or do you not know what was the motive that were pretended to the Entering into the said Agreement that occasioned the making of the same in the name of the said Data Lethea to the best of your Knowledge Remembrance and belief Declare

To the same 4. Do You know or do you not know whether any and what Work or Works was and were done in Conformity to the said last Mentioned Agreement of the 7th day of September 1764 if You set forth the same with their Situation to the best of your Knowledge and Skill

To the same 5. Did You or did You not receive any and what Sum of Money from the Transferer Data Lethea for Vanpermandt aforementioned on Account of the aforementioned Agreement if You what Sum or Sums of Money did you receive and of whom or by whose Order and Directions you received the same and how

Mayor's Court
Madraspatnam

Deposition of Mahomed Ibrahim
Aged 50 Years
Inhabitant of Madraspatnam

Deposeth and saith

That he has known the Defendant Mr. William Cowper
for the space of Twenty Years and upwards
and that he has frequently seen the Defendant write
and subscribe his name and that he believes
the Signature of the Defendant to the Answer
to the Bill of Complaint exhibited against him
in this Honble Court of Judicature
by Mr. Richard Benyon
to be the proper Handwriting of the Defendant
and that he is well acquainted with the Defendant's
Manner of writing and subscribing his name
and that he believes the Signature of the Defendant
to the Answer to the Bill of Complaint exhibited
against him in this Honble Court of Judicature
by Mr. Richard Benyon
to be the proper Handwriting of the Defendant
and that he is well acquainted with the Defendant's
Manner of writing and subscribing his name

Sworn in Court
this 15th day of
March 1775
Before me
Stephen Lushington
Mayor

Deponent saith that he has known the Defendant
Mr. William Cowper for the space of
Twenty Years and upwards and that he has frequently
seen the Defendant write and subscribe his name
and that he believes the Signature of the Defendant
to the Answer to the Bill of Complaint exhibited
against him in this Honble Court of Judicature
by Mr. Richard Benyon
to be the proper Handwriting of the Defendant
and that he is well acquainted with the Defendant's
Manner of writing and subscribing his name

Sworn in Court
this 15th day of
March 1775
Before me
Stephen Lushington
Mayor

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Mr. William Cowper for the space of
Twenty Years and upwards and that he has frequently
seen the Defendant write and subscribe his name
and that he believes the Signature of the Defendant
to the Answer to the Bill of Complaint exhibited
against him in this Honble Court of Judicature
by Mr. Richard Benyon
to be the proper Handwriting of the Defendant
and that he is well acquainted with the Defendant's
Manner of writing and subscribing his name

In the Second Interrogatory the Deponent saith he heard Corporal say that he had entered into an Agreement with Murphey Cavan to finish his house for fifteen Hundred Pagodas and that he had received from Murphey Cavan on that Account one thousand Pagodas some time after the Defendants Wife came crying, and told this Deponent that Murphey Cavan had confined her husband in his House this Deponent then went to Murphey Cavans House and told Murphey Cavan that it was not right to put any man living under the English Government into confinement without an order of Justice Murphey Cavan upon enquiring found that it was his mistress who had Confined the Defendant and upon this Deponents and the other persons representation Murphey Cavan caused the Defendant to be released about two or three months afterwards the Defendant came to this Deponent and told him that the Transferrer Balachitnah wanted to speak to him this Deponent thereupon went with the Defendant to the Transferrer: when the Transferrer said to this Deponent, I have got three hundred and fourteen Pagodas from Murphey Cavan, to pay to Coupooramah will you take this Money and finish the work in Murphey Cavans House which the Deponent had engaged to do? this Deponent said I must go and look at the house first this Deponent accordingly went to Murphey Cavans house and found that the work still to be done but without the Defendants assistance, would come to five hundred Pagodas this Deponent then returned to the Transferrer and told him he could not undertake the work for Pagodas (325) two or three days afterwards, the Transferrer came again for this Deponent and desired him to undertake the work this Deponent said he could not but that he would send some of his people with the Defendants to take an Account of what work should be done by the Defendant, and this Deponent to be responsible to for as Pagodas (325) if that sum was paid to him or for what sum should be advanced the Transferrer consented, and this Deponent entered into a written agreement with him to perform the same — at sundry times afterwards this Deponent received from the Transferrer one hundred and sixty Pagodas on account of the said Agreement which sum this Deponent paid to the Defendant and has got the Defendant to accept part — as for as Pagodas (160) work was done to

Murphey

Richard Sathorn

Examiner 6

Page 2

Mayor's Court
Kadrezpatnam

Between John Debonnaire Sylvanspinner
of Pulahisha Complainant and Vengapermaul
Defendant

Questions of Witness taken on his Corse, byand before the Examiner in
the Court aforesaid

Vengapermaul of Madras Bricklayer Aged 30 Years or thereabouts being
produced as a Witness on the Corse on the part of the Complainant on the 11th
day of August 1766 sworn at the Office of Mr William Cranwell, Attorney for
the Defendant by Comapah who first made Oath of the Name Title and Place of Abode
of the said Deponent

1st To the first Interrogatory this Deponent saith he hath known the Complainant 5 Years
and the Defendant 8 Years or thereabouts

2d To the Second Interrogatory this Deponent saith about three Years ago he heard from
one Andy Moolum, that Vengapermaull had entered into an Agreement with
Morpher Cawn, to furnish his House for fifteen hundred Pagodas and for which sum
Vengapermaull was to give two hundred Pagodas, to Morpher Cawn towards
and dependant to Andy Moolum then due to this Deponent Jam half concerned
with Vengapermaull in the said Agreement if you have earned you shall have
half of My Share? this Deponent told Andy Moolum he would be concerned
with him two or three days after Andy Moolum has Mentioned the above to
this Deponent Andy Moolum and Vengapermaull went to the Comaupah
a Master Bricklayer and Andy Moolum more spoke to this Deponent
about taking a Share in the aforesaid Agreement more this Deponent is not
acquainted with relating to the Cause

Richard Latham
Examiner

Master Buckleys for the Remedy to the Transferee Eshapah Hereunder Endorsed and Agreement with the Transferee Sada three hundred and fourteen Pagodas more to Sha Lion Cuvee Sowar and what else Deponent is Knowing to be done to the said house, without the Defendants agreement the Deponent Hereafter to be answerable for the Transferee then advanced to Eshapah on Account of Sowar Agreement, one hundred and Sixty Pagodas to Eshapah Conjugly Mechandra Pagodas and the remainder of the Pagodas (314) he has received from Murphez Cuvee to the Deponent

To the 4th Interrogatory the Deponent saith, in conformity to the said last mentioned Agreement to the best of his judgment something More than one hundred Pagodas work was done

To the 5th Interrogatory the Deponent saith he has not received any Sum of money from the Transferee Eshakutha for Engagement on Account of the aforementioned Agreement

To the 6th Interrogatory the Deponent saith he has not Knowledge of any promise made by the Transferee Eshakutha to the said Defendant on Account of the servants of Murphez Cuvee that of Murphez Cuvee were gone from Madras the Deponent heard, that some of Murphez Cuvees servants demanded Pagodas from the Defendant that the Defendant was to Defend and save them any thing whereupon the servants Laid with the Defendant whether he would save but the Defendant Did them, he would never have neither endebted to them nor there to him and that upon Enquiry the Defendant had taken such an Oath further the Deponent deposeth not To this or to the last Interrogatory

Richard Sathon

Examined

Mayors Court at
Madraspatam

Between John Delamaire by Transfer of Debt
his Complainant and Cooperamoodelly
Defendant

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

Testimony of Madam Brameny Aged 30 Years or thereabouts being produced and Sworn
in this Cause on the part of the Complainant was on the 18th. day of August 1766 sworn
at the Office of Mr William Cranwell Attorney for the Defendant by Canapah who
first made of the name Pedda 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 the Deponent saith, he has known the Complainant 2 Years and
the Defendant 3 Years or thereabouts

To the second Interrogatory this Deponent saith a Year and three Years ago the Defendant
told him, he had entered into Agreement with Murphey Cawn to finish his House
for fifteen hundred Pagodas that he had received from Murphey Cawn eleven
hundred and Eighty two Pagodas in account of the same and that three hundred
and fourteen Pagodas still remained for to be advanced to him on the said
Agreement which if this Deponent would speak to the Transferrer Balakistna
to get that Sum for him from Murphey Cawn he would Compleat the Passage this
Deponent accordingly spoke to the Transferrer who got the Pagodas (314) from
Murphey Cawn the Transferrer then in this Deponents presence told the
Defendant that before he Advanced him the Money, he must bring the Proper
Person who would be Security for his finishing of the work the Defendant
accordingly brought one Cothapah a master Brick Layer to the Transferrer
before this Deponent when Cothapah entered into an Agreement with
the Transferrer to do three hundred and fourteen Pagodas Work to Murphey
Cawns house and that if any thing more was to be done to the said house

you then

Richard Latham

Mayor Court at
Hardwickman

for fifteen hundred & Pagodas whereof eleven hundred and eighty six Pagodas was made over to Narapanaal by Murpher Cawn per the said Agreement the Transferer Receive from Murpher Cawn the remainder three hundred and fourteen Pagodas to pay to the Defendant on account of the same the Transferer not being willing to trust the Defendant with the Money, bid him to bring a proper Person for his Security the Defendant then brought Cotherpah who entered into an Agreement with the Transferer, to have some of his People imployed there of the Defendants to see that work should be done by the Defendant to Murpher Cawns house for what Money should be advanced by the Transferer the Defendant said, what work is to be done to Murpher Cawns House, or then Pay Agreement with him, I will do for Pagodas (314) Cotherpah said, if any Charges from the Pagodas (314) remains after the work is finished I will give it to the Defendant but if the Sum will not finish the whole, the Defendant must be accountable the Defendant paid to Murpher Cawns Servants on account of his Agreement with Murpher Cawn, five hundred and fifty Pagodas cash and afterwards the Defendant carry'd one to the Transferer, that the said sum was stopped by Murpher Cawns Servants without his consent whereupon the Transferer told the Defendant he had better complain to some Justice about it and that if Murpher Cawn should ever borrow any thing thereof of him, he would not let the Defendant in it, as much as should be on his power When Murpher Cawn was going away from Madras one Naruda Cawn servant to Murpher Cawn, claimed from the Defendant fifteen Pagodas which he said the Defendant was indebted to him the Defendant denies the debt and after a dispute ensuing, Naruda Cawn and the Defendant both took an Oath, that neither one was indebted to the other with any thing more or belong to this Cause, the Defendant is not acquainted

Richard Latham

(Examiner)

In

Major General
Maurice Jephson

Between Plaintiff
Complainant & Respondent Defendant

Depositions of Witnesses taken on the Part & Behalf of the Complainant
Exd as follows

Saunders Middleton of Market Harborough in the County of Leicester Esqr
Solicitor aged Thirty Six Years or thereabouts being
produced sworn & examined on the Part of the Complainant upon the Fifth
day of August 1766 before me Richard Sallom Esqr One of the Masters
of the Court of Chancery pursuant to the Statute made for the Amendment
of the Law and the better Advancement of Justice in the Court of Chancery
Examines deposeth as follows

To the first Interrogatory this Deponent saith he has known the Complainant
Four and the Defendant Fifteen Years or thereabouts

To the second Interrogatory this Deponent saith he knows that the Complainant entered
into an Agreement with the Morphew Estate to purchase for fifteen hundred
Pounds all which time this Deponent was employed by the Morphew
Estate and was always ready for this Deponent and Morphew Estate to have
from their Wages one Guinea for every Page to be drawn between the
three Counties on the Estate of Morphew Estate Twenty three Pounds
before Morphew Estate went away from Market Harborough from
then three hundred and fourteen Pages to pay to this Deponent for perusal
of the Agreement the Defendant has made with Morphew Estate the
Defendant in this Deponents presence promised to compleat the Work
so hid to do to Morphew Estate have if they Complainant would pay him his
Papers (viz) with many things further relating to the Cause this Deponent
is entirely unacquainted

Richard Sallom Examiner

Mayor Court
Madraspatnam

Between John Delamore by transfer of Data
Instituted Complainant and Thangavelu and Reference

Depositions of Witnesses taken on the Causes by and before the Commissr.
in the Court as follows viz.

Tangavelu Chandramudly of Madras Merchant, Aged 50 Years or thereabouts, being produced
as a Witness on the Cause on the part of the Complainant was on the 18th day of August 1760
sworn at the Office of Mr William Cromwell Attorney for the Defendant by Comapah
the Interpreter of the same to the Truth of the Facts in Question between the Parties
on Oath duly being sworn and Examined deposeth as followeth

To the first Interrogatory this Deponent saith he has known the Complainant to
Year and the Defendant 8 Years or thereabouts

To the second Interrogatory this Deponent saith about one year and half ago he
knew the Defendant and saying to the Transferrer I have entered into an Agreement to
purchase Murpher Cauns house for fifteen hundred Pagodas and have received the
whole of that sum from Murpher Caun excepting three hundred and fourteen Pagodas
which Murpher Caun would pay to Me, I shall purchase House the Transferrer
an Answer said to the Defendant what would you have me to do the Defendant says
if you would get me the Pagodas (314) from Murpher Caun I will give unwilling
to part with that sum, By Agreement to Murpher Caun some days after this
Deponent hears that the Transferrer had got the Pagodas (314) from Murpher
Caun and that the Defendant had given further Agreement to purchase the house
this Deponent was aggrieved against when the Transferrer gave home
Eshapah Master Bricklayer, One Hundred and sixty Pagodas to Comapah,
Eshapah Conceply, One Hundred Pagodas to which Sums Eshapah
and Comapah were Sugary to the Defendant on Account of his Agreement to
purchase Murpher Caun House sometime after this Deponent heard that
Comapah and the Defendant jointly had received forty Pagodas more from
the Transferrer on Account and over and above what the Deponent

gave

The Transferrer on the Defendants perswasion Exhapah Men made an Agreement with the Transferrer to sell one of his Boat with the Defendants people to see that of the Transferrer advanced the Pagodas (314) so much work should be done by the Defendant in Murpher Cawns house and if afterwards any more work should be wanting within the Defendants Agreement the Defendant himself must be answerable for the doing of it. The Transferrer at sundry times gave to Exhapah one hundred and eighty Pagodas to Ponnapah, Exhapahs Concopply one hundred Pagodas to the Defendant and Ponnapah jointly forty Pagodas and to the Defendant by himself fourteen Pagodas all the said Sums were advanced by the Transferrer on Account of Exhapahs Agreement. The Defendant told the Transferrer, Murpher Cawns Servants had stopped some Money they were to have received from Murpher Cawn on Account of his Agreement with him. the Transferrer said it is none of my business, but would be glad you would do as lies in my Power. more circumstances the Deponent is not acquainted with, relating to this Cause.

Richard Latham

Examined

Interrogatories to be administred to such Witnesses, as shall be produced, Sworn and Examined on the part and behalf of the Defendant, in a certain Cause, wherein John Delamare is Complainant and Veera Permaul is Defendant

To all the Witnesses — 1st ..... Do you know the parties, Complainant, and Defendant, in this cause, or either and which of them, and how long have you known them or either, and which of them, declare.

To Wordham Dy — 2d ..... Do you, or do you not know the Sum of Money that the Defendant was to make payment of, by Exhapah Contract, for repairing the Boat of You what Sum of Money, and how was it to be paid. Do you or do you not know, what sum or sums of money, have been advanced to the Defendant, by Murpher Cawn. If Yea, what sum or sums of money, the particular time, and times, and where. Do you or do you not know what caused the Defendant to

sworn were applied, Did you or did you not serve Inchapa k Master as his Comicoply
If Yea, what Account did you keep for him, how long, and what were your reasons for
leaving him, whom did you serve after, and what time were you in his service) the
whole you know concerning of these Matters, and how you came to know the same
fully and Particularly Declare

To
all the Witnesses 6th ..... Do You know, or can you say any other Matter or thing Material,
for the Defendant in this Cause if so, set forth the same as you know, have been informed
or do believe, with the reasons of such your knowledge, or belief

Will Cornwell
A Horney for the Defendant

Madras ye the 12th September 1764

I Ballah Kistnah Pareh, do hereby agree with Inchapah Master, Bricklayer
in consideration of his doing three hundred and fourteen Pagodas worth of work,
part of the repairs, that Veerapermaul, contracted with Meerpher Saum, for One
thousand, and five hundred Pagodas, that I will pay him, the said Inchapah
Master, the sum of three hundred and fourteen Pagodas, as I cannot entrust
the said Sum of three hundred, and fourteen Pagodas, with the said Veerpermaul
as I am apprehensive, he will embezzle the same, and I further agree, that
I will oblige Veerapermaul, to finish the remainder of his Contract, after the
said three hundred and fourteen Pagodas, worth of work is done

1763
September the 4th Cash paid ..... 125 Pagodas
The remainder to be paid for the work, when finished

(Signed) Ballah Kistnah

December the 28th Cash paid ..... 15 Pagodas
Do ..... 6 Do
Do ..... 14 Do

Viraw

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Hon. Isaac Lidgett one of Her Majesty's Justices assigned to keep the Peace
Queen's Bench Division

Hill Barnett
Messrs Pritchard & Sons

Thomas Overton
Hadden Pattinson

Plaintiff

Edward Lyon Pitman the Younger Gentleman
and Companion Defendant

Depositions of Witnesses taken on the Trial and before the Master
at the Court at Pontefract

Mary Brandy of Hadden Northumberland Widow aged 32 Years or thereabouts being first duly
sworn on the Holy Gospel on the part of the Defendant on the 21st day of August
1877 at the Office of Mr Charles Thomas Attorney for the Complainant
in Campbell Street in the Town of Pontefract aforesaid and Sworn and Examined
Deposeth as follows

1st Interrogatory To the first Interrogatory this Deponent saith he has known the Complainant 10 Years and the Defendant 20 Years or thereabouts

2nd Interrogatory To the second Interrogatory this Deponent saith the Defendant withdrew from Murphies Cause for the space of two hours fifteen minutes and Eighty seven Yards this Deponent at the Time was present from Murphies Cause to the Mansion of the Complainant Thomas Overton and this Deponent knows the distance for the Defendant having to Contend with some Fences and Ditches and Hedges and Trees and Stones the Complainant was Clear of the Defendant and Murphies Cause at the same time and this Deponent knows the distance contracted to be taken the Defendant to take effect Fifteen Yards about five hundred Eighty seven Yards or thereabouts

3rd Interrogatory To the third Interrogatory this Deponent saith he has known the Complainant 10 Years and the Defendant 20 Years or thereabouts

4th Interrogatory To the fourth Interrogatory this Deponent saith the Defendant withdrew from Murphies Cause for the space of two hours fifteen minutes and Eighty seven Yards this Deponent at the Time was present from Murphies Cause to the Mansion of the Complainant Thomas Overton and this Deponent knows the distance for the Defendant having to Contend with some Fences and Ditches and Hedges and Trees and Stones the Complainant was Clear of the Defendant and Murphies Cause at the same time and this Deponent knows the distance contracted to be taken the Defendant to take effect Fifteen Yards about five hundred Eighty seven Yards or thereabouts

5th Interrogatory To the fifth Interrogatory this Deponent saith he has known the Com

two hundred Pagodas were stopped from the Defendant by Murpher Cawn as part of the Pagodas (1500) the Defendant was to receive by his Agreement from Murpher Cawn for work that the Defendant has now left undone, of the repairs he contracted to do to Murpher Cawn's house will amount to one hundred Pagodas to compleat according to the bid of the Deponents judgment but on Account of the further additions made by Murpher Cawn, it will require three hundred Pagodas more this Deponent deposeth not, to this, the third and last Interrogatory

Richard Latham

Examiner

Mayors Court at

Headorespatanam

Between John Debonaire Complainant

and Coopermaul Defendant

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

Srithrapah of Madras Bricklayer Aged 60 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendant was on the 28 day of August 1766 sworn at the Office of Mr Charles Bromley Attorney for the Complainant by Comapah who left a note of the name Title and Place of abode of the said Deponent and afterwards on the same day being sworn and Examined deposeth as followeth

1st ..... To the first Interrogatory this Deponent saith he has known the Complainant 6 Years and the Defendant 20 Years or thereabouts

2 ..... To the third Interrogatory this Deponent saith, he has heard that the reasons for the Defendants not finishing the repairs of Murpher Cawns house, were on Account of Murpher Cawns servants having stopped two hundred Pagodas from the Sum of fifteen hundred Pagodas, Murpher Cawn had agreed to pay to the Defendant for the finishing of the same and on

Account

C18

Richard Sathom

Plaintiff

Versus

Mayor Court at Madraspatnam

Defendant

Pleas before the Defendant Complainant
or Deputy Sheriff

Pennapen of Madras Coringly aged 28 Years Merchant being
produced in Court on the part of the Defendant was on the
15th day of August 1766 sworn at the Office of the Clerk of the Deputy Attorney
for the Complainant by Consent of the Parties & of the Court & the Defendant
& above of the said Pennapen after recorded on the part of the Defendant
and Examined deposeth as follows —

To the first Interrogatory this Deponent saith, he is not acquainted with the Complainant but has known Rangaswamy Ayar or Narrainsawmy

To the fifth Interrogatory this Deponent saith, about one Year ago, he was sent several times by the Defendant to receive some money from the Transferee. The Transferee paid to this Deponent for the Defendant at sundry times, the Sum of seventy five Pagodas and Twenty five Pagodas on account of Sethapah: at that time this Deponents Master which twenty five Pagodas Sethapah sent to the Defendant. The above Pagodas first sworn were paid out by the Defendant partly, on the occasion of burning of bricks for Murpher Cawn's house and partly, for burning of bricks for the use of the Transferee's house. This Deponent was from the Month of September to the Months of November Currently to Sethapah and was sent by him during that time, to be with the Defendants people at Murpher Cawns house to take an Account and report to Sethapah daily how far the Defendants people advanced in the work. This Deponent being only employed by Sethapah on the above service during which time one hundred and sixty Pagodas work was done to Murpher Cawns house: and Sethapah afterwards quitting the Superintendency of the Defendants house, no more than one hundred and sixty Pagodas was advanced by the Transferee, for the carrying on the same as Sethapah told this Deponent

This Deponent was dismissed by Sethapah, and went into the service of the Defendant more this Deponent deposeth not to this, or to the last Interrogatory

Richard Sutton

Examined

Mayor's Court at Madraspatnam

Wednesday the 12th Sept. Anno Domini 1766

Present

Mr. Peter Maxwell Senior Alderman

Anthony Sadlier — Reynold Isaacs

& Charles Smith — Aldermen

Between John Delamain of Parkland George Merchant Complainant and Evanpoomaull of Madras Bricklayer 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, The Replication, The Rejoinder The Interrogatories and Depositions on the part of the Complainant, The Interrogatories and Depositions on the part of the Defendant with an Agreement Made between the Attorneys and on Due Consideration had thereon It appearing to the Court that by the Agreement entered into by Both Parties the Transferrer with Anthapah, That the said Anthapah on Consideration of Receiving from the said Transferrer the Sum of three Hundred and fourteen Pagodas engaged to get Work done to the Amount of Sixteen Pagodas more than the said Amount, The Court are therefore of Opinion that the Complainant has no Right to bring his Action against the Defendant Wherefore Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that

Exhibit

The Complainant's Bill with Schedule thereto annexed

Filed

19th August 1766

To the Honble Thomas Lutterell Esqr Governor and the Honble the Council at Fort St George

Humbly Complaining Sheweth unto this Honble Court Your Orator James Griffin Carpenter of the Hector Indiaman Captain Edmund Mafsey Commander now Riding at Anchor in the Road of Madras That Your Orator Did on or about the Twenty Seventh Day of February in the Year of our Lord One Thousand Seven Hundred and Sixty five, put on Board the said Ship which then Lay at Gravesend a Puncheon of Rum Marked I G containing One hundred and fifteen Gallons or thereabouts on Account of his Allowance or Privilege as Carpenter of the said Ship which said Puncheon of Rum was received on Board on that Account by one of the said Edmund Maseys Officers or Substitutes by the Order of the Said Company and for which he gave a Receipt And Your Orator further Sheweth that the said Ship Did on or about the Twelfth Day of April in the Said Year one thousand Seven hundred and Sixty five, Sail from England for Madras with the said Puncheon of Rum on board and the said Ship being a little Leaky and the People on Board Sickly it was thought Necessary to put in at some Place in Order to repair the Said Ship and refresh the People Accordingly She Did on or about the Twenty fifth Day of August in the said Year One thousand Seven hundred and Sixty five, put in or Arrive at Negapatam, Your Orator Knowing the said Ship to Leave her down in Order that She might be repaired Your Orator made all the Search He possibly Could for the Said Puncheon of Rum and not being able to find it He made all the Enquiry in the Power about it of every Person on Board But no body giving him the least Account of it he applyd to the said Edmund Mafsey and Requested him with these Circumstances and Injuries here to produce the said Puncheon of

of Rum which he reported to be Paid Your Orator for Shorehall that after the said Shipp was moored and the People repaired the Deck from thence for Madras & other Places she there was about the first day of the present Year of our Lord One thousand seven hundred and Sixty two Your Orator further Sheweth that since such his Arrival your Orator hath frequently and in an amicable Manner Applyed to the said Edmund Mapey and requested him either to deliver unto Your Orator the said Puncheon of Rum or to pay your Orator the Value thereof which amounts to about Twenty Pounds Sterling Money of Great Britain at the Rate of Eight Shillings each Gallon the Sum Twenty Eight Pounds and fifteen Shillings

But now to wit May it please the Worshipfull the said Edmund Mapey the Defendant well knowing the Premises but craftily and subtilly intending to Delude and Defraud Your Orator of the Benefit of the Recovery of the said Sum of Twenty Eight Pounds and fifteen Shillings by the Oath of the said Defendant or Discovery of the Truth of the Premises under Colour pretended that the said Puncheon of Rum was never put on Board the said Ship or if it was it was put on Board without his Knowledge or Consent and that he was never Accountable therefor and at other times Suggested that the said Rum Leaked or that the same was Alleged to be thrown over board on Account of the Bad Weather which the said Ship met with but he was not ever willing to be Accountable to Your Orator for the same or the Value thereof or any part thereof Whereupon your Orator Charges that the said Puncheon of Rum was put on Board the said Ship at the time and on the Account aforesaid and by the Order of the Said Company as aforesaid and that the Officer or Person who received the same on Account of the said Edmund Mapey a Receipt for which Receipt was the Custody of the said Edmund Mapey or some Person for him And your Orator further Charges that the said Puncheon of Rum was never Stolen or thrown over board nor did the same Leak or Run out of the same nor was there any Reasonable Cause for the same to be lost without any Negligence or Misdemeanor

Therefore that the said Edmond Mapey be Compelled to Account with Your Orator for the Same or the Value thereof Your Orator further prays a Genl Relief as to this Honble Court shall appear Agreable to Equity and good Conscience And that therefore that the said Edmond Mapey 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 Distinctly to all Intents & purposes as if the same were here again Repeated and particularly Interrogated and more Especially that he may Set forth and Discover whether your Orator did not on or about the above mentioned or some other and what time put on Board the said Ship a Puncheon or some other and what Quantity of Rum on the above mentioned or some other and what Account and Marked as aforementioned or how otherwise and whether the said Rum was not received on Board the said Ship on that or some other and what Account by one of the said Edmund Mapeys Officers or some other Person or Persons Said whom by the Order and with the Consent of the Honble Company or how otherwise and whether the Person who received the same did not give a Receipt for it and to whom He gave the same and what is become of it and in whose Custody the same now is and that He may produce the same for the Inspection of this Honble Court And whether the said Ship did not on or about the abovementioned or some other and what time Sail from England for Madras or some other and what Place with the said Puncheon of Rum on Board and whether She did not for some and what Reason put into Rogeneire nor about the abovementioned or some other and what time And whether your Orator Did not for the abovementioned or some other and what Reasons and on the abovementioned or some other and what Account Apply to the said Edmund Mapey and make such abovementioned or some other and what Request And whether the said Ship Did not Sail for and Arrive at Madras on or about the abovementioned or some other and what time And whether your Orator hath not frequently and in an Humble Manner applyed to the said Edmund Mapey and made such abovementioned or some other and what request And whether He did not refuse to Comply therewith and why and for what Reason He so doth

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Answer of Mathew Ogilvie Esqr to the Answer Bill & Demands of the Defendant

The Complainant Saith that he does not stand indebted to the Complainant in the Sum

of Fifty Pounds in the Bill of Complaint nor in any Sum of Money whatsoever

& the Defendant requireth with the Circumstance of receiving the Puncheon

of Rum in the Bill of Complaint mentioned to be Paid to the Defendants Charge

or Any of the Debts relating to the Complainants Privilege neither this

Defendant Doth himself answerable for any Loss that the Complainant may

have Sustained on his Privilege as the Contents of such Privilege was never

made known to the Defendant either by the Complainant or the Officers on board

the Ship Hector the Defendant admits that he was acquainted by the Complainant

himself when at the Canada that such a Puncheon of Rum was put on Board &

that the same was for Privilege the Defendant thereupon called his Officers &

Enquired into the Circumstances who acquainted the Defendant that Puncheon

of Rum belonged to the Cargoe the Complainant was received on Board as

Captain and that the same was Cooked and the Defendant further

answers the said Doth that he never Signed any Receipt or Receipts for the said

Puncheon of Rum or knew any thing about the Matter otherwise than what has

been before related neither does he admit of the said Puncheon of Rum to be of the

Value as Sett forth in the Complainants Bill of Complaint therefore as to any

other matter or thing set forth in the Bill of Complaint this Defendant hath not

how to particular to answere unto as this Defendant saith is very insufficient

for this Defendant to make any other or further Answer unto

All which Matters and things this Defendant is ready

to Aver Maintain and prove as this Honourable Court Shall direct and

humbly prays to be hence dismissed with his reasonable Costs & Charges

in the behalf most wrongfully sustained

Sworn before the

Ch. Cuthbert

Mayor

Edm. Mafsey

Wm. Keeler

Attorney for the Defendant

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Rua Off.ls
30th Sept 1766

The Replication of Thos
Griffin Carpenter of the Ships Harbr Exam
& Mating Commander thereof Defendt
to the Answer of the
Rt Honble Admiral Hoste

The Replicant saving to himself all manner of Benefit and advantage of Exception to the many Errors Uncertainties Imperfections Insufficiencies and Imperfections in the Defendts said Answer Contained for Replication thereunto doth Reply and Say that he the Replicant still persists in the Truth of his said Bill of Complaint and doth Aver the same to be good certain true and sufficient in the Law to be Answered unto in such manner and form as the same are therein and thereby set forth and Declared and that the Answer of the Defendant is very Untrue and Uncertain And this Replicant further saith that the Defendant well knew and Understood and the Replicant at the time of making his said Bill of Complaint did the Replicant was much surprized that the Defendant Alledges in his Answer that he is Unacquainted with the Circumstance of missing the Quadrant from Aboard the Ship Ardent in England or of any the Articles Contained in the Replicants Schedule to his said Bill of Complaint as the Charge and such an Assertion appear when the Noble Court is Acquainted that the Officer who received the same on Board at Gravesend gave the Defendant a Receipt for the same Quadrant of Which the Defendant was well Convinced but since his Arrival at Madras upon the Replicants Application to him about the said Quadrant he the Defendant Scribbled away his Papers for the said Receipt but pretended that he was not then able to find it He did not Doubt but He should find it afterwards and promised to produce it as Proof to the said to make the Officer who received the said Quadrant at Gravesend Accountable to him for it as Law He should be Obliged to Answer to the Replicant for it And the Certificate given on the passing of the said Quadrant

of Town at the Custom House aforesaid Deponent saith that he came into the said Ship and that above mentioned which Cask he speaks in the Words and figures following that is to say London Brown ye Best Cheapack Hath Entered One Hundred and fifteen Gallons Wine Measure Entered 29 April 1765 Lake undale Owen for the Master and Owners of Ship Cert Dated this 25 Feb 1765 In the fifth Year of King George the 3d. —

Wm Dales D Coll. H Richardson Surveyor

(Indorsed)

H Hamilton

K 25

1 G One Puncheon 115 Gallons Wine Measure

The Original Certificate is in the Defendants Custody and ready to be produced to this Honble Court when required And the Deponent further saith that as a further Evidence that the said Puncheon of Wine was put on Board the said Ship at the Time and on the Account set forth in the Defendants Bill of Complaint Alexander Wilson one of the Midshipmen of the said Ship went from London to Gravesend in the Boat in which the said Puncheon of Wine was Conveyed to the said Ship and saw it put on Board the same Ship of which He has made an Affidavit which affidavit is in the Words and Figures following, that is to say Alexander Wilson Midshipman of His Majesty Ship Dorsetshire Captain Edmund Affleck Commander now riding at Anchor in the Road of Madras maketh Oath and saith That he did on or about the 27th Day of February in the Year of our Lord 1765 go from London to Gravesend on a Boat which Carried a Puncheon of Wine and upon enquiring from the Person who went with or attended the same to whom it belonged He Informed this Deponent that it belonged to the Carpenter of the Hector which Knowledge as Carpenter of the said Ship and that upon the said Boat Arrived at the said Ship which Ship at Gravesend this Deponent saw the said Puncheon of

Wine

(238)

Sworn pursuant to 53 Geo. 3 c. 143 s. 1

Thomas Wilson

Sworn at Fort St George this
19th Day of August 1766 before
me

Jr. Cuthbert
Mayor

which Affidavit is on the Deputy Custody and ready to be produced to this
Hon.ble Court when required And the Deputy further saith that the Captain's
Manifest is another Convincing Proof not only that the said Puncheons of Rum were
on Board the said Ship as the Deputy's Privilege includes but the same
are Marked as by the Deputy set forth in the said Bill of Complaint a Copy
of which said Manifest is much thereof as relates to the said Puncheons of Rum
and the Deputy's Privilege is in the Words and figures following that is
to say A Manifest of Goods Merchandize and foreign Silver Entered by the Com.
mittee of Shipping of the Court of Directors of the United East India Company
Loaden on Board the Ketch Captain Edward Mapey Commander by the second Decree
as follows Viz.t

John Griffen Esqr.

"I G One Puncheon of Rum ..... £ 12 ...
Two Cases Cutlery ..... 25 ...
East India House
London 15th March 1765 (Signed) Chas. Jno Cowper"

which Circumstances together with what passed at the Examinations before
hopes will be sufficient to Convince this Hon.ble Court that the said Puncheons
of Rum was put on Board the said Ship at the time and on the Account
set forth in the said Bill of Complaint and will Confirm the Deputy
Augustus Cuthbert Relative thereto and that this Hon.ble Court will take upon
the Defendant Answerable to the Deputy for the same and will Decree him
to Decree him to pay the Amount thereof to the Deputy and the Deputy

Copy

Says Court to Observe that the Name John Instead of James in the said Replycant was
Mistaken Wrote at the Inditing House by Mr Coggan who Misunderstood his Replycants
name, And this Replycant further Saith that he denies that the said Puncheon of Rum
Leaked out as the Defendant pretends his Officers Informed him at the Bonnets Best
Saith that during the time the said Ship was at Rodejneiro a Cask was found Leaked
out or Empty which Cask was Marked III and not IG as this Replycants said
Puncheon was Marked and upon this Replycants being Asked if that was his Cask
or Puncheon he Declared it was not for his Puncheon was Marked as before
set forth and not I.H as the Cask then produced was marked of which he desired
several Persons belonging to the said Ship to take Notice and how the said Cask was
Marked when Depositions or Affidavits this Replycant humbly hopes will
Convince this Honble Court that the said Cask was not this Replycants Cask Consequently
his Cask did not Leak as is pretended and that therefore the Defendant ought to Answer
as to this Replycants Demand the Amount thereof particularly Set to this
Replycants Charge Else no other Cask of Rum Run or Leaked out during the
Voyage from England to Madras And this Replycant further Saith that it is
very unusual Plea of the Defendant to Say that he never Signed any Receipts or
Receipts for the said Puncheon of Rum when he must be Conscious from what
is before Set forth that the same was put on Board the said Ship at this Replycants
Prejudice as aforesaid and that as no Account is given to this Replycant of the
same Notwithstanding the Defendant was Commander of the said Ship He had the
Charge of every thing on Board and Consequently liable to Answer for the
same Called with Regard to the Price or Value thereof this Replycant doubts
not but that he can make it Clearly appear to this Honble Court that the said
Puncheon of Rum was of the Value before mentioned at the time of the said
Ships Arrival at Madras And this Replycant further Saith that with regard
to any other Matter or thing Set forth or alledged in the said Answer and
which is not particularly Answered unto the same is very Untrue
Certain and Insufficient for this Replycant to make any further or other
Answer thereunto

Wells

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(Title of Matter) In Equity

Bill filed the [illegible] day of [illegible]

Subpoena issued [illegible]

Subpoena returned executed [illegible]

Appearance entered [illegible]

Rule to plead [illegible]

Plea [illegible]

Demurrer [illegible]

Answer [illegible]

Replication [illegible]

Rule to take proofs [illegible]

Proofs taken [illegible]

Rule to hear [illegible]

Decree [illegible]

Report [illegible]

Exceptions [illegible]

Rule to hear exceptions [illegible]

Decree [illegible]

Solicitor for Complainant

The Defendant [illegible] saving to himself all and all manner of benefit and advantage of Exception to the many Errors untruths imperfections and insufficiencies in the Complainants Bill Replication contained for Answer thereunto or unto such part thereof as he is advised is material for him to make answer unto answereth and saith he also saith he cannot nor doth admit any of the matters and things in the Defendants Answer contained to be true in such manner and form as the same are therein and thereby set forth and alleged all and every of which matters and things this Defendant doth deny to be true and traverse and every part thereof as fully and effectually to all intents and purposes as if he the same were severally and particularly repeated and he this Defendant prayeth to be hence dismissed with his reasonable costs and charges in this behalf most wrongfully sustained

Solicitor for the Defendant