de byvoegſelen van Titus Livius door *Joan. Freinshemius lib.* LXIII.

AUTOMEDES, een Griekſch dichter, waar van *Iſ. Tzezes* ſpreekt in zyne *Prolegom.* over *Lycophron.*

AUTOMENES, koning van Corinthe, volgde op zynen vader Téleſtes omtrent het 3274 jaar der wereldt. Zyne regeering duurde maar een jaar. In den jare 3275, en drie jaren voor de [illegible]lympiade, ſtelde men te Corinthe de jaarlykſche overheden aan, *Prytanes* genoemt. Men weet niet of zulks geſchiedde na de doodt van Automenes, dan of die prins een vrywillige afſtandt gedaan hadde van de koninklyke waardigheit, maar alleen dat deze overheit in ſtandt bleef tot den tydt van Cypſelus en van zynen zoon Periander, dwingelanden van Corinthe. *Euſeb. in Chron. Pauſan. lib.* II.

AUTON, DE VULKAAN VAN AUTON, *Autonus mons*, is een der bergen, die vlammen en brandende aſſche uitwerpen. Hy is in Zuider-America, in het koninkryk van Chili, in de provincie van Chimito, naby den oorſpronk van de rivier de Riobio. Hy maakt een gedeelte van de Andiſche gebergten. *Sanſon. Baudrand.*

AUTON, (JOANNES VAN) een Saintongois edelman, abt van Angle, van de Auguſtyner orde, leefde onder de regeering van Lodewyk den XII. Hy wierdt opgehouden onder het gevolg van 't hof, met laſt om de byzondere hiſtorie van dien prins te ſchryven. Hy ſchreef die ook in der daadt, en zy wierdt uitgegeven te Parys in den jare 1615 in 4. door Theodorus Godefroi. De zelve ſtrekt zicht niet verder uit dan van den jare 1506 tot den jare 1508. Men vindt daar in tot de vaarzen toe, welke de ſchryver aan zynen koning hadde opgedragen. *Bayle Dict. Crit.*

AUTONOE, dochter van Cadmus, koning van Thebe, en van Hermione, was de gemalinne van Ariſteus, en moeder van Acteon. *Ovid. Metam. lib.* III.

AUTPERTUS, AUSPERTUS, AUSTBERTUS, of ANSBERTUS, (AMBROSIUS) een Benedictyner monnik, en abt van S. Vincent van Voltorno, heeft gebloeit in de VIII eeuw. Hy was een Franſchman, en waarſchynlyk in Provence geboren, gelyk hy zulks ſchynt te zeggen op het einde van zyne uitleggingen over de Apocalypſis, daar hy aldus ſpreekt: *Ambroſius, qui & Autpertus, ex Galliarum provincia ortus, &c.* De ſchryvers van de hiſtoriſche en Chronologiſche tafel, welke is aan het einde van *den dienſt van het H. Sacrament*, zeggen dat zy van Provence waren. Trithemius, Geſnerus, Simler, Poſſevinus, Miræus, Bellarminus, Maraccius, en verſcheiden anderen zyn meer dan eene eeuw vergiſt, ten opzigte van Ambroſius Autpertus. Zy hebben geſchreven dat hy zyne boeken gemaakt heeft in het einde van de IX eeuw in den jare 890. Het is nochtans zeker dat zulks was in de VIII eeuw, dewyl hy zelf zegt, dat hy dit werk gemaakt en voltrokken heeft ten tyde van den paus Paulus, en van Didier, koning der Lombarden. Doch paus Paulus zat op S. Pieters ſtoel in den jare 756, of 757, en ſtierf in den jare 767; en Didier regeerde tot den jare 774, wanneer Karel de Grote hem te Pavia gevangen nam. Ambroſius naar Italië gegaan zynde wierdt aldaar abt van S. Vincent in Abruzzo, naby de plaats van den oorſpronk van de Voltorno. Hy ſchreef X boeken over de *Apocalypſis*, welke hy opdroeg aan paus Stephanus den III, die in den jare 768 verkoren wierdt, en hy gaf aan dit werk den tytel van *Speculum parvulorum.* Hy zegt zulks op het einde van het tiende boek, dat reets bygebragt is, *hoc opus confeci atque complevi, quod propter facilitatem ipſam intelligendi ſpeculum parvulorum vocavi.* Eenige afgunſtigen hadden hem willen beletten zyn werk uit te geven, en hadden zich daar over zelfs by den paus Stephanus begeven, die Ambroſius aanmaande om daar aan te arbeiden, met deze woorden, *labora ſicut cœpiſti.* Labbé zegt, dat Ambroſius Autpertus ook uitleggingen hadde geſchreven over de Pſalmen, en over het Hoge-liedt, te Keulen gedrukt in den jare 1636, maar deze werken worden niet gevonden. Het boek van *den ſtrydt der deugden en der ondeugden*, dat gevonden wierdt onder de werken van S. Auguſtinus, en dat den naam van Ambroſius draagt in eenige handſchriften, is van dezen ſchryver. Hy hadde, naar het zeggen van Sigebertus, eene verhandeling geſchreven *van de begeerlykheit*, die in een handſchrift gevonden wierdt in de bibliotheek van Benedictus van Cambridge. Hy heeft ook geſchreven de levens van de heiligen, Paldon, Tazon, en Taton, eerſte abten van Voltorne, die zo veel te beter zyn, om dat hy zich enkelyk opgehouden heeft met het afſchilderen van hunne deugden, zonder zich te bemoeijen met de optelling van hunne mirakelen. Hy hadt nog verſcheide andere werken geſchreven, en men vindt der eenigen van in geſchrift onder zynen naam, en anderen gedrukt zyn onder de namen van verſcheide ſchryvers. Daar is eene predikatie over de verheerlyking van Chriſtus, die gevonden wordt op het einde van zyne uitlegging over de Apocalypſis, in een handſchrift van de abdy van S. Germain des Prés. Hy hadt 'er eene gemaakt over de hemelvaart van de Maagdt, die de achtiende is onder de leerredenen van S. Auguſtinus over de Heiligen. Daar is 'er eene over de reiniging der maagdt, gedrukt onder de leerredenen, die aan S. Ambroſius toegeſchreven worden, welke gevonden wordt by eene andere over het zelfde feeſt, toegeëigent aan Alcuinus. De Kronyk van de abdy van S. Vincent, waar van du Chêne eenige ſtukken heeft uitgegeven, tekent aan, dat deze ſchryver ſtierf in den jare 778. *Paul. Diac. lib.* VI. *de Geſt. Longob. cap.* 40. *Du Chêne T.* III. *pag.* 652. *Du Pin biblioth. des Aut. Eccl.* VII. *ſiecle. Baillet vies des Saints.*

AUTUMNUS, (BERNARDUS) een bekent Franſch rechtsgeleerde, was advokaat te Bourdeaux, en gaf in den jare 1610 zyne *Cenſura Gallica in jus Civile Romanum* de eerſte maal uit, in welken tydt hy 44 jaren out was. Hy heeft boven dien over de gewoontens van het Bourd[illegible] recht geſchreven. *Simon Bibl. de Droits T. I.*

AUTUN aan de Arroux, eene ſtadt van Vrankryk in Bourgonje, met een biſdom, onder den aartsbiſſchop van Lyon behorende. Deze ſtadt is eene der outſten van het koninkryk. Zy is vermaart geweeſt ten tyde der Romeinen, en de hoofdſtadt van de Republyk der Eduanen of Autunoizen, welke beſtondt uit een gedeelte van het hertogdom Bourgonje, Breſſe, Forets, Lyonnois, Beaujolois, Dombes, Nivernois, enz. Zy hadde toen den naam van *Bibracta*, dien men ſedert veranderde in dien van *Auguſtodunum*, ter eere van Auguſtus. Verſcheide ſchryvers hebben haar ook genoemt *Ædua*, *Auguſtodunum Heduorum*, en *Flavia*. Zy hadde nog andere namen, volgens Eumenius, die zelf van Autun was, en die zulks zegt in het lofſchrift dat hy maakte ter eere van Conſtantius, den vader van Conſtantinus den groten. *Flavia*, zegt hy, *Bibracte quidem huc uſque dicta eſt, Julia, Polia, Florentia, ſed Flavia eſt civitas Heduorum.* Het is echter waarſchynlyk, dat deze redenaar als een lofſchryver ſpreekt; dat is te zeggen, als iemandt, die vleit, en dat *Flavia Heduorum* Flavigni is. De ouden hebben uitgeſproken *Ausgusdun* van *Auguſtodunum*, en ſedert *Augdun* en *Autun*. Deze naam, gelyk gezegt is, is gemaakt van dien van Auguſtus, en van het Celtiſche woordt *dunum*, dat *ſtadt* of *berg* betekent. Herricus, ſchryver van het leven van S. Germain, ſpreekt 'er aldus van:

Urbs quoque profectum meritis & nomine ſumpſit,
Auguſtodunum, demum cum [illegible]ta vocari,
Auguſti montem transfert quod Celtica lingua, &c.

Deze ſchryver ſpreekt ook van de dapperheit der Autunoiſen. Zy waren dikwils in de wapenen tegen die van Auvergne, die hen het beſtier van de Gaulen wilden betwiſten. Zy hadden een regent, *Vergobretes* genoemt; en hoewel dit regentſchap maar voor een jaar was, zo hadden echter de genen, die het zelve bekleedden, eene volſtrekte macht over het leven, en over de goederen van hunne onderdanen. De Druïden of prieſters hadden hunnen raadt te Autun, en de jonge Gauloiſen hunne ſcholen, en alles diende om deze republyk vermaart en bloeijende te maken. De Autunoiſen waren altydt vrienden en bondgenoten der Romeinen. Deze laatſten noemden h[illegible]*ne broeders*, gaven [illegible] ſche burgerrecht, en ſprake[illegible]n hen met [illegible] daar toe maar na te zien [illegible] Comm[illegible] die dikwils van de ſtadt Autun ge[illegible] ſchoon, en prachtig. De [illegible] trent twee duizent ſchreden; [illegible] ſcheide tempelen, en andere ge[illegible] len noch de pracht vertonen. [illegible] vervolgens een prooi der Barbare[illegible] den jare 451; en de Normannen [illegible] De Bourgonjonſche koningen hadd[illegible] lykheits gehandelt. Godamar w[illegible] ontrent den jare 523 door Childebert en Clotarius, zonen van Clovis den Groten. Zy namen Autun in. Zo veele rampen ſtelden haar in zulk een elendigen ſtaat, dat de andere ſteden den rang innamen die haar toequam; en Bourgonje den koning Gontran te deel gevallen zynde, verkoos hy Chalons tot zyne koninklyke ſtadt. Guill. Britonus verhaalt vry wel de verſcheide ſtaten van deze ſtadt in het I boek van het Dichtſtuk van het leven Philipus Auguſtus. Hy ſpreekt 'er van op deze wyze:

[illegible]er behoeft
Julius Cæſar,
Zy was groot,
[illegible]uren was van om-
een Capitolium, ver-
waar van de overblyffe-
[illegible]ttila verwoeſte de zelve
[illegible]erden haar in de IX eeuw
[illegible] niet met meer menſch-

Ædua quos mittit urbs antiquiſſima, plena
Divitiis, multiſque tumens legionibus olim,
Romulidiſque fide junctiſſima, gente ſuperba,
Aſſiduis bellis plus quam vicina fatigans.
At modo nulla fere raris habitata colonis,
Quam rex Arturus Roma ſubduxit, eandem
Poſtea Norvegus evertens Rollo redegit
In nihilum prorſus, vix ut veſtigia reſtent.

Deze ſtadt heeft eertyds byzondere graven gehadt onder het twede geſlacht der koningen van Vrankryk. Richard, de Richter genoemt, was de negende graaf van Autun in den jare 879, en koning Karel de eenvoudige maakte hem ſedert in den jare 888 hertog van Bourgonje. Ermengarde, zyne dochter, trouwde met Gilbert, graaf van Autun. In het vervolg wierdt dit graafſchap met Bourgonje vereenigt.

Autun is tegenwoordig nog eene fraaie ſtadt, alwaar een Bailluage is, in plaats van dat het hoofdt van het gerecht eertyds *vierg* genoemt wierdt. Zy is de hoofdſtadt van een klein landſchap, het AUTUNOIS genoemt. Men vierde in den jare 1425 te Autun de plechtigheit van het huwelyk van Agnes van Bourgonje, dochter van den hertog Jan, den 17 September getrouwt met Karel den I, hertog van Bourbon. In de XVI eeuw hadt Autun deel aan de rampen van den ſtaat gedurende de burgerlyke oorlogen; en de Proteſtanten trokken in den jare 1562 uit deze ſtadt om naar Lyon te wyken, daar die van hunnen aanhang toen meeſter waren. Deze ſtadt is zeer aanzienlyk ten opzigte van haren kerkelyken ſtaat. Zy erkent S. Amator voor haar eerſten biſſchop, en onder zyne navolgers zyn Rectitius, Simplicius, Proculus, Agrippinus, Siagrus, en Legerus met den tytel van Heiligen vereert. De prelaten van deze ſtadt hebben van overoude tyden af het voorrecht van het Pallium, en dat van regalie op het aartsbiſdom van Lyon, wanneer de ſtoel ledig is, gelyk de aartsbiſſchoppen van Lyon het zelfde recht hebben op Autun. De Cathedrale kerk onder den tytel van S. Lazarus, en eertyds van S. Nazarius, is zeer ſchoon van haar zelf, en aanmerkelyk door haar kapi[illegible]

gewaadt in eene abdy van Laon [...] van hare moeder abdisse was. Zy was der zelver opvolgster in den jare 654. Haar broeder Balduïnus wierdt vermoordt, en zy wierdt by den koning Thierri den III van misdryf van staat beschuldigt. Ebroïnus, Paltzgraaf, quam te Laon. Zy rechtvaardigde zich; maar zy wierdt byna omgebragt door Ebrohard, die een oproer in de stadt Laon verwekt hadde, en die met geweldt in het klooster poogde te dringen, waar van zy abdisse was. Dit ongeval ontgaan zynde door de doodt van Ebrohard, wilde de bisschop van Laon zich haar klooster toeëigenen. Zy behieldt het zelve door de bescherming van Pepyn, meester van het paleis, en stierf, volgens eenigen, in den jare 688, volgens anderen in den jare 707. *Mabillon in ejus vita sæc. XX. Benedict. Bulteau lib. III. de l'Hist. Monast. d'Occid. Baillet Vies des Saints, 17 Octobre.*

AUTAAR, of OUTER. Zie ALTAAR.

AUTAAR van Lyon, in 't Latyn, *Ara Lugdunensis.* Dit is een autaar, dat aan Augustus gewyd wierdt in het 744 jaar van Rome. Het zelve was in eenen tempel, die op gemeene kosten gebouwt wierdt door zestig volkeren van de Gaulen, met zo vele standbeelden, die ieder eenen tytel van deze natien droegen. In dezen tempel stichtte de keizer Caligula volgens Suetonius, die akademische spelen, waar toe zo vele redenaars en dichters van verscheiden oorden der wereldt vergaderden om blyken te geven van hunne welsprekentheit en van hunne dichtkunst. Maar dewyl het geboden was, dat de geen, die het harte van zyne toehoorders niet zoude winnen, in de Saone zoude geworpen worden, zo hy niet liever met de tong zyne schriften wilde uitwisschen, zo heeft het Juvenalis gelegenheit gegeven om tot een spreekwoordt van eene grote vreze te doen, [...] den die van eenen redenaar, die eene redevoering moest doen voor het autaar van Lyon:

Palleat ut nudis pressit qui calcibus anguem,
Aut Lugdunensem Rhetor dicturus ad Aram.

Satyr. I. v. 43. Danet.

AUTAN KELURAN, eene stadt van Turquestan, of in het Oostersche Turkyë, in het [...] Klimaat gelegen. Ulug-[beg] die naby deze plaatse regeerde, geeft de zelve 110 graden lengte en [...] graden, 45 minuten noorderbreedte. Nassireddin geeft de [...] graden lengte, en maar 46 breedte. *Herbelot Bibl. Orient.*

AUTBER[T ...] den oorspronk van [...] de VII eeuw geleefd [...] in dit klooster [...] preekt van hem [...] klooster van St. Vincent naby [...] Italië, heeft in het begin van [...] omtrent den jare 740 de histo[rie ...] 720 gesticht was. *Paulus Diaconus [...] Longob. c. 40.*

AUTE, eene der dochters [...] van den reus Alcyon of Alcioneus, die door Hercules [...] ylschoten gedood wierdt. Hy hadt [...] driet over de doodt hares vaders zich in de zee geworpen hebbende, in ysvogels of Alcyonen veranderd wierden. De namen van hare [...] zusters waren, Phosonia, Methona, Alcyppe, Pallena, Asteria, en Deimo. *Janus Parrhasius in Claudian. & Hegesandro.*

AUTELS, (WILLEM DES) in 't Latyn *Altarius*, een Bourgonjons edelman, geboortig van Montcevis in 't Charolois, heeft geleeft in de XVI eeuw omtrent den jare 1570. Hy schreef verscheide werken in 't Latyn en in 't Fransch, in rym en in onrym, die men opgetelt vindt in de Bibliotheken van *La Croix du Maine* en *du Verdier Vauprivas.*

[AU]TESION, een Thebaner, hadt eenen zoon, Theras [...], die de Lacedemoniers en de Minyers geleidde, welke [...] lasgus verjaagt waren, in een eilandt, dat hy naar zynen [...] eras noemde. *Pausan. lib. VII.*

[AUT]HARIS, koning der Lombarden. Zie ANTHA[RIS.]

[AUT]HIE, in 't Latyn *Altilia*, eene rivier van Vrankryk in [...]. Zy heeft haren oorspronk te Coignin, naby de grenzen van Artois, een weinig boven het kasteel van AUTHIE, [...] orby Dourlens en Auxi, en werpt zich in de zee te Pont [...] es, in eene plaats *pas d'Authie* genoemt.

[AUT]HIER DE SISGAU, (CHRISTOFFEL VAN) bisschop van Bethlehem, was een zoon van Antony van Authier de [...] heer van S. André. Hy wierdt geboren te Marseille in [...] e 1609, en begaf zich in den ouderdom van 18 jaren in de [...] aarde abdy van S. Victor van de zelfde stadt, om aldaar het [...] telyke kleedt aan te nemen, en ter zelfder tydt bezit van de [...] rdigheit van Capisol, die hem opgedragen was, en waar aan [...] prioryen gehecht zyn. Na zyne professie, welke hy deedt den [...] October des jaars 1627, ging hy naar Avignon om in de Philosophie en in de Theologie te studeren. Gedurende den loop van zyne studien, noch geen 23 jaren bereikt hebbende, leide hy in den jare 1632 de eerste gronden van de Congregatie van het H. Sacrament, welke eerst genoemt wierdt *der priesters zendelingen van de geestelykheit*; maar paus Innocentius de X, de zelve in den jare 1647 bevestigende, gaf daar aan den naam van *Congregatie van het H. Sacrament*, voor de zendingen en het bestier der queekscholen. De professie, die hy gedaan hadde in de Benedictyner orde, verhinderde hem in den aanvang zich aan het hoofdt van deze kerkelyke Congregatie te stellen; maar tot bisschop van Bethlehem gewyd zynde in den jare 1651, stelde deze waardigheit hem in staat om het bestier van deze instelling te aanvaarden: waar in hy volhardde tot zyne doodt toe, welke voorviel in het queekschool van Valence in het Dauphiné den 17 September des jaars [16]67. Zie zyn leven door *Borely*, van de zelfde Congregatie.

AUTOCEPHALEN. In den oorspronk waren alle de aartsbisschoppen Autocephalen. In het vervolg eigenden zich de bisschoppen der grote steden van het keizerryk voorrechten toe over de provinciën, die van hun kerkgebiedt waren, te weten, het ordenen van de aartsbisschoppen, het vergaderen der Synoden van het kerkgebiedt, en een algemeen opzigt of onderzoek over alle de provincien, die daar van afhingen. Zodanige waren de rechten van den bisschop van Rome over het kerkgebiedt van het Vicarischap van Rome, of over de onderhorige provincien, zodanige waren de rechten van die van Alexandrië over de provincien van Egypte, van Lybië, en van Thebaïs; en van die van Antiochië over alles wat men het kerkgebiedt van 't Oosten noemde. De bisschop van Ephese schynt ook iets diergelyks gehad te hebben over het kerkgebiedt van Asië; en die van Cesarea in Cappadocië over het kerkgebiedt van Pontus. De aartsbisschop van Constantinopel maakte zich sedert meester van het kerkgebiedt van Thracië en van het kerkgebiedt der twee laatstgenoemde bisdommen. Maar verscheiden kerken bleven Autocephalen, zo in 't Oosten als in 't Westen, dat is te zeggen, onafhankelyk, ten opzigte van de ordening der bisschoppen, van eenen patriarch of exarche. De bisschop van Carthago was in 't Westen onafhankelyk van de andere patriarchen, en primaat van het kerkgebiedt van Afrika. De bisschop van Milanen was in het begin hoofdt van het Vicarisschap van Italië, en wierdt niet geordent door den bisschop van Rome. In de Gaulen en in Spanje ontfingen de aartsbisschoppen de ordening niet van den bisschop van Rome. De aartsbisschop van het eilandt van Cyprus genoot mede het zelfde voorrecht, waar in hy bevestigt wierdt tegenstrydiglyk met den bisschop van Antiochië, door het Concilie van Ephese *Act. VII.* en in het Concilie *in Trullo, Can. XXXIX. Du Cange Glossar. Latin. Du Pin de antiquâ Ecclesiæ disciplinâ.*

AUTOCEPHALEN. De Grieken gaven dezen naam aan de bisschoppen, die niet onderworpen waren aan het kerkgebiedt der patriarchen; maar die onafhankelyk waren zo wel als zy. In de Oostersche kerke genoten de aartsbisschop van Bulgarië en eenige andere aartsbisschoppen dit voorrecht: en in de Westersche kerke hadden de aartsbisschoppen van Ravenna zich de zelfde vryheit toegeëigent: zo dat zy niet afhankelyk waren van den patriarch van Constantinopel, noch van de pauzen van Rome. Maar de Grieken uit Italië verdreven zynde, bragten de pauzen deze aartsbisschoppen onder hunne gehoorzaamheit, en zy onderwierpen zich daar aan om den aanstoot te myden, volgens het verhaal van Anastasius. *Du Cange Glossarium Latinitatis.* Dit artykel verschilt veel van het voorgaande; men heeft gemeent het daar by te moeten voegen.

AUTOCHTHONEN, een naam, welken de Grieken gegeven hebben aan de volkeren, die zich oorspronkelyk noemden van het landt dat zy bewoonden, en zich beroemden niet van elders gekomen te zyn. Αὐτόχθονες is te zamen gestelt van αὐτὸς, zelfs, en χθὼν, landt, als willende zeggen inboorlingen van het landt zelfs. De Latynen noemden hen *Indigenæ*, dat is te zeggen, op de plaats geboren. De Athenienzen geloofden van dat getalte zyn. *Thucyd. præfat.*

AUTOCLES, een Athenienzer, wierdt door zyne medeburgers tot generaal verklaart van eene vloot van dertig oorlogschepen, om Alexander Phereus te hulp te komen. *Diodor. Sicul. lib. XV.*

AUTOCRATES, een Grieksch schryver, die eene historie van Achaje geschreven hadde. Men weet niet in wat tydt hy geleeft heeft. Athenæus brengt hem tweemaal by *lib. IX. & XI.*

AUTOCRATES van Athene, een boertig dichter, die door Suidas bygebragt wordt. *Joan. Meursii biblioth. Attica.*

AUTODORUS, een Epicurisch schryver, van wien Diogenes Laërtius gewag maakt in het leven van Heraclides.

AUTOLEON. Ten tyde wanneer de Crotoniaten de Locrenzen beoorloogden, hadden de laatsten de gewoonte, zo dikwils als zy ten strydt trokken, eene leedige plaats te laten in hun leger, dat slagvaardig was, voor Ajax den Locrenzer, gelyk of hy tegenwoordig geweest ware. Autoleon, veldoverste der Crotoniaten, deze plaats opgemerkt hebbende, quam met geweldt daar in vallen; maar men geeft voor dat hy in de borst gewondt wierdt door het spook van Ajax. De wonde verergerde van dag tot dag, tot dat hy het orakel geraadpleegt hebbende, zich in een eilandt van den Pontus Euxinus deedt brengen, Achillea genoemt, daar hy zich volkomen genezen bevondt, na dat hy de schimmen van Ajax en van de andere helden bevredigt hadde. *Photius ex Conone. Pausan. lib. III.*

AUTOLYCUS, een Philosooph, [die] bloeide in de CX Olympiade, omtrent het 414 jaar van Rome. Hy was leermeester van Arcesilas, den zoon van Seuthes, wiens leven Diogenes Laërtius beschreven heeft. Autolycus schreef verscheiden sterrekundige verhandelingen, van welke Joseph Auria van Napels in het Latyn gebragt heeft die welke noch overig zyn, *de sphæra & de syderum ortu. Vossius de Math. cap. 33. §. 14.*

AUTOLYCUS, een zoon van Mercurius, naar het getuigenis der dichters, was een vermaart rover, die zich bevond omtrent den berg Parnassus in Phocis in Griekenlandt. Hy was ongemeen vaardig om alles wat hy begeerde behendiglyk weg te nemen. *Fragment. Hesiod. Martial. lib. VIII. Ep.* Men heeft hem Mercurius tot vader gegeven, om dat deze Godt de beschermer was der dieven en rovers.

AUTOLYBUS, een heldt, die Jason verzelt hadde in de overwinning van het gulde vlies, of Hercules in den oorlog tegen de Amazonen. Men diende hem inzonderheit te Sinope, eene stadt van Pontus in klein-Asië. Lucullus deze stadt ingenomen hebbende, voerde zyn standbeeldt naar Rome. Zie de

hy bevlytigde zich meer om te leven als een wyze, dan om te spreeken als een wyze. Hy was welspreekent niet in het Latyn, maar in het Grieksch. Men moet zich niet verwonderen, dat men hem na zyn doodt met dezen lof vereerde: *Daar is niemandt die hem navolgde, daar was niemandt geweest, dien hy navolgde.* Men heeft aangemerkt, dat hy met eenige doorluchtige waardigheden vereert was, zonder de moeite te hebben van de zelve te bedienen, en dat hy stierf in den ouderdom van negentig jaren, zonder de verzwakking des ouderdoms gevoelt te hebben. Hy ging noch zonder stok, en hy was niet gebrekkelyk in eenig deel. Hy schreef eenige geneeskundige werken in het Latyn, waar van Vindicianus en Marcellus met lof gewagen. Scaliger verzekert dat hy geneesmeester was van den keizer Valentinianus, zelf eer zyn zoon tot leermeester van Gratianus verkoren was; doch men vindt daar van geen bewys in Ausonius. *Auson. in Præfat. ad Syagr. & in Epiced. Parental. Marcell. in Epist. præfixa libr. de [...] cap. [...]5. ejusd. libri. Scaliger in vita Ausonii.*

[...]ITZ, eene stadt in Moravië, tusschen Slawkow en de [...] grenzen gelegen.

[...] marktvlek in opper-Stiermarken, alwaar schone [...]yn.

[A]USSIG en USTA, *Austica*, een vlek of klein steedtje in [...] men, op de grenzen van Misnië, aan de Elve, drie mylen [...] eden de stadt Leitomerits. *Baudrand.*

AUSSONE, of AUXONE, *Aussonia*, aan de [...] eene stadt van Vrankryk, in het hertogdom van Bourgonje, een vicomte & bailliage. Het is eene kleine, vermakelyke en vry sterke stadt, vyf mylen van Lion, en omtrent [...] van Dole.

AUSSUN, (PETRUS VAN) een vermaart krygsoverste in de XVI eeuw, en ridder van de orde van S. Michiel, was van Bigorre, uit een edel en oud geslachte. Hy droeg veertig jaren lang de wapenen met veel achting, en deedt zeer goede diensten in Italië en in Vlaanderen. In den jare 1544 bevondt hy zich in den veldslag van Ceresoles, en droeg zich in den zelven uitmuntende. Hy deedt het zelfde in verscheide andere gelegenheden. Om hem daar voor te beloonen gaf koning Henrik de II hem het gouvernement van Turin, met eene compagnie Gens-d-Armes, en maakte hem ridder van de orde. Dit gebeurde in de jaren 1554 en 1556. Hy streedt sedert in den jare 1562 in den veldslag van Dreux, en wierdt in den aanvang vervoert door de vluchtenden; maar wederom gekeert zynde, voegde hy zich by Guise. Hy was ondertusschen zo overladen van droefheit, om [dat] hy verplicht was geweest voor den vyandt te vluchten, dat hy weinig tyds daar na van verdriet stierf te Chartres of te Parys. De baron van Forquevauls heeft zyn leven beschreven onder die van de Fransche krygsoverstens. *Memoires de Langey, de Montluc, & de Brantome. Thuan. hist. Paradin. De la Popeliniere.*

AUST, of AUSTELIVE, gelyk men het eertyds noemde, *Austa. Austeliva*, een dorp van het graafschap Glocester in Engelandt. Het zelve is aan de Saverne, tusschen de steden Bristol en Chepstow gelegen. Dewyl aldaar eertyds de Saverne doorwaadbaar was, gaf men het den naam van *Trajectus*, dat *overtocht* betekent. *Baudrand.*

AUSTBERTUS. Zie AUTPERTUS.

AUSTERLITZ. Zie SLAWKOW.

AUSTI, *Austa*, de naam van verscheide steden in Bohemen, welker eene, in de Bechiner kreits aan het water Lusinitz, tusschen Plan en Thabor aan een bosch gelegen, eertyds den heeren van Sezym toebehoorde, en daarom ook tot onderscheiding van de andere steden van dien naam AUSTI SESEMI genoemt, doch in den jare 1420 door Ziska verwoest wierdt. Een ander AUSTI legt in de Leitmeritzer kreits, 9 mylen van Praag, aan de Elve, en is eene koninklyke stadt.

AUSTI, of AUSCHA, is nog eene andere stadt in de zelfde kreits, 7 mylen van Praag, voortyds den heren van Sezym, doch nu het Jesuiten Collegie te Praag toebehorende. In de Buntslaner kreits, tusschen Kameyck en Daube; als mede in de Koninggrätzer kreits aan de Orlitz, naby Landskroon leggen ook twee steden van dien naam AUSTI of AUSCHA. *Zeileri Topogr. Bohem. p. 10. Balbin. Miscell. dec. I. l. III. c. 7. § 3. & 4. p. 73. 77. Vogt jeztleb. Bohm. p. 74.*

AUSTRASIE, eertyds een gedeelte van het over-Rhynsche Duitschlandt, of liever van Vrankryk, (om dat dit koninkryk zyne landpalen tot aan den Rhyn uitstrekte,) met den tytel van een koninkryk vereert. Men kan bezwaarlyk de grenzen van dit oude koninkryk vast stellen. Het zelve begreep alles wat tusschen den Rhyn, de Schelde, de Maas, en den berg Vogesus gelegen was. Het wordt in Opper-en Neder-Austrasië verdeelt. Het Neder-Austrasië, omtrent den Moezel gelegen; komt byna over een met het tegenwoordige Lotteringen, dat de Latynsche schryvers zomtyds Austrasië noemen. Maar deze staat hadde noch eenige landen aan deze zyde van de Maas. Rheims, Chalons, Laon, en Cambray behoorden tot den zelven. Men voegde daar by ook het oude Vrankryk, en alle de over-Rhynsche overwonne volkeren. Thierri de I van dien naam, een zoon van Clovis den groten, was de eerste koning van Austrasië. Hy stierf in den jare 534, nalatende Theodebert den I, gestorven in den jare 548, en broeder van Thibaldus, die maar omtrent 7 jaren regeerde, en gene nakomelingschap hadde. Clotarius de I, gezegt de oude, koning van Vrankryk, en broeder van Thierri den I, maakte zich, omtrent den jare 555, meester van Austrasië, dat aldus wederom met de Fransche kroon vereenigt wierdt. Men scheidde het zelve wederom daar van af. Clotarius de I liet verscheide kinderen na, by [...] Sigebertus de I, die de vyfde der zelve was, wierdt koning van Austrasië, en omgebragt in den jare 575 of 576.

Childebert, zyn zoon, was zyn opvolger; en deze in den jare 595 gestorven zynde, wierdt Theodebert de II op den troon gestelt. Deze laatste wierdt te Keulen gedood in den jare 611. Thierri de II, gezegt de Jonge, zyn broeder, quam in zyne plaats, maar stierf kort daar op in den jare 612, niet dan natuurlyke kinderen nalatende, die men byna alle ombragt. Aldus wierdt Austrasië wederom met de kroon vereenigt onder Clotarius den II, gezegt de jonge, en de grote. Deze wyze vorst stierf in den jare 628, nalatende Dagobert den I, koning van Vrankryk, die by eene van zyne meesteressen, Ragnetruda genoemt, S. Sigebert den II teelde, dien hy zelf koning van Austrasië maakte, gelyk elders gezegt wordt. Deze laatste stierf omtrent den jare 650, of 654, en hadt tot zyn opvolger zynen zoon Dagobert, dien hy Grimoald, hofmeester van Austrasië, aanbeval; maar deze trouwloze zondt hem naar Hibernië, als op zyn plaats gezegt wordt. Henschenius meent dat Clotarius de IV, koning van Vrankryk, en Thierri de II, zonen waren van dezen Dagobert; maar men vindt daar van gene bewyzen. Na Dagobert wierdt Austrasië voor de derde maal met de Fransche kroon vereenigt, en dit koninkryk, ook het koninkryk van Mets genoemt, hadde geen byzonderen koning meer. *Gregor. Turon. lib. III, & seq. Valesius Gesta vet. Franc. T. I. & Bereng. Aug. [...] de tribus Dagob. & in Præf. S. S. [...] Mart. Louis Chantereau le Fevre Consid. hist. [...] Generai hist. de France. D. J. Mabillon T. IV. Tit. S. S. Bened. [...] Geogr. Sammarth. Hist. Geneal. de la Maison de France.*

AUSTREBERTA, dochter van Betroi, paltsgraaf, en een der eerste amptenaars van den koning Dagobert, wierdt geboren in den jare 633, in het landt van Artois, in het rechtsgebiedt van de oude stadt Terouanne. Zy ontfing het geestelyke gewaadt uit handen van den bisschop van S. Omer, en begaf zich in de abdy van Port, naby de rivier de Somme, beneden Abbeville. Zy wierdt sedert tot priorinne van dit klooster verkoren, en vervolgens tot abdisse van een abdy, die door eenen heer van dit landt, Amalbert Ketelbutre genoemt, in het zelve gesticht was. In dit klooster qualyk gehandelt zynde, verliet zy het zelve, en begaf zich, op den raadt van Philibert, abt van Jumiges, in een klooster dat hy opgerecht hadde in het landt van Caux, waar van zy abdisse wierdt, en aldaar een groot getal van nonnen verzamelde. Zy stierf den 10 February des jaars 704, omtrent 71 jaren out zynde. *Acta Sanctor. Ordin. S. Benedicti, sæcul. III. Baillet Vies des Saints, 10 Fevrier, Edit. Paris, in fol. 1700.*

AUSTREGILDIS, gezegt *Bobila*, vrouw van Gontran, koning van Orleans en van Bourgonje. Zy was van het gevolg van de koninginne Mercatruda; en de koning, die haar beminde, trouwde met haar in den jare 566. Aldus wierdt Austregildis van dienaresse meesteresse, en Gontran verstiet de koninginne Mercatruda. Gontran hadde verscheide kinderen uit dit huwelyk. Austregildis stierf in September des jaars 580. Zy badt stervende den koning zich te ontslaan van Nicolaas en Donatus, zyne geneesmeesters. Dit geschiedde, gelyk de kronyk van *Marius* getuigt. Deze ongelukkigen hadden waarschynlyk zich niet wel gequeten van hunnen plicht. *Gregor. Turon. l. V. c. 7 & 35.*

AUSTREGISILUS, aartsbisschop van Bourges, wierdt in die stadt geboren den 29 November des jaars 531. Hy oeffende van kinds been af de deugdt, en was eerst aan het hof van den koning Gontran; maar hy wilde zich niet in het huwelyk begeven, en besloot eindelyk in den kerkelyken staat over te gaan. Het hof verlaten hebbende, begaf hy zich by Aunarius, bisschop van Auxerre, die hem het onderdiakenschap opdroeg; hy diende de kerk van Auxerre byna vier jaren, en begaf zich vervolgens by Etherius, bisschop van Lyon, die hem tot priester ordende, en hem abt maakte van S. Nisier, waar van de kerke toen de monniken afgenomen was, en sedert in eene parochie en in een kapittel van kanunniken verandert is. De bisschoplyke stoel van Bourges opengevallen zynde in October des jaars 611 door de doodt van Apollinarius, wierdt Austregisilus door de geestelykheit en door het volk tot bisschop verzocht van Thierri den II, koning van Bourgonje. Hy wierdt in de stadt ontfangen, en op den 15 February des jaars 612 ingewyd. Hy bestierde zyne kerke 12 jaren, en stierf den 20 May des jaars 624. Zyn ligchaam wierdt opgenomen in den jare 1324 door den aartsbisschop Willem du Broc, en met eere geplaatst in de kerke, daar altoos zyn grafstede geweest was. Men zegt dat het zelve tegenwoordig niet meer gevonden wordt. Hy is al sedert een langen tydt in de kerke van Vrankryk als eenen heilig vereert geweest. *Vie de S. Astregisile, dans Bollandus, & dans les Actes du P. Mabillon.*

S. AUSTREMONIUS is een der zeven doorluchtige Apostolische zendelingen, die in de Gaulen gezonden wierden door de bisschoppen van Rome, omtrent den jare 250. Hy hieldt zich op in Auvergne, daar hy het Euangelium verkondigde in de hoofdstadt van die provincie, welke toen Auvergne genoemt was. S. Gregorius van Tours zegt, dat deze Heilig, na dat hy veel personen bekeert hadde, in vrede stierf. De later schryvers maken van hem eenen martelaar. Men heeft in het Roomsche Martyrologium zyn feest gestelt op den 1 November, zonder hem de hoedanigheit van martelaar te geven. Hy wierdt begraven in het dorp van Isidore of liever Ixiodore, dat men gelooft tegenwoordig de stadt Issoire te zyn, in Neder-Auvergne aan de Allier. *Greg. Turon. hist. l. I. c. 30. de gloria Confessor. Tillemont T. IV. Memoir. Ecclesiast. Labbé Biblioth. M. M. S. S. T. II. Savaron dans ses origines d'Auvergne. Mabillon Acta Sanct. Sæcul. III. Benedict. pag. 2. Baillet vies des saints, mois de Novembre.*

S. AUSTRUDA, abdisse te Laon, was eene dochter van Blandinus Bason, en van S. Salaberga. Zy wierdt geboren in het bisdom van Toul omtrent den jare 634. Zy begaf zich al vroeg in hare jeugt in den geestelyken staat, en ontfing het nonnengewaadt

gewaadt

Urbino, en by Rimini in de golf van Venetie vallende. *Delic. de l. Italie, II. p. 22.*

AUSBERTUS. Zie AUTPERTUS.

AUSCH, eene Stadt van Transoxane, of van het landt dat de Arabiers *Maouaralnahar* noemen, dat is te zeggen, *aan gene zyde van der riviere.* Nassireddin en Ulug Beg stellen de zelve op 102 graden 20 minuten lengte, en 43 graden 20 minuten Noorder breedte, in het vyfde klimaat. *Herbelot Bibl. Orient.*

AUSCHIA. Zie AUSTI.

AUSCHI is de bynaam van *Abu Marvan Abdalmalek*, geboortig van de stadt Ausch. Hy is de schryver van een boek tot lof der Arabiers, genoemt *Estedlal bel hak fi taf dhil al Arab ala gemi al Khalk*, om Ben Ares te beantwoorden, die 'er eenige geschreven hadde tot bewys der voordeelen, welke de andere natien hadden boven de Arabiers. *Herbelot Bibl. Oriental.*

A[illegible] eene rivier van Vrankryk in Auvergne; heeft haren oorsprong tusschen die provincie en Forets, loopt voorby S. Anthenne, Pont-Chateau, en Maurignac; en de Joro, de Artier, enz. ontfangen hebbende, die de zelve groot genoeg maken om vaartuigen te dragen, voegt zy zich by de Allier.

AUSEN, een naam welken de Gotthen geven aan hunne legerhoofden, [illegible] de zelve eenige overwinning bevochten hadden. Deze naam betekende in hunne taal *meer dan een mensch, of halve Godt. Jornandes c. 43. de rebus Goth. Spelman in Gl. Archeol.* noemt hen ANSEN.

AUSEN, zekere volkeren van Africa, die naar het verhaal van Herodotus byna hun gansche aangezigt met hunne haairen bedekten, die zy op hun voorhoofdt lieten hangen. De dochters van dat landt streden jaarlyks op een zekeren dag met malkanderen ter eere van Minerva, gene andere wapenen hebbende dan stokken en steenen: en die welke van hare wonden stierven, wierden valsche maagden genoemt. Die welke het beste gestreden hadde, wierdt terstondt door alle de anderen gewapent, en op eenen wagen verheven, waar in men haar omreedt rontom het Tritoniaansche meir. *Herodotus lib. IV. c. 180. Mela. Stephanus.*

AUSETANEN waren oude volkeren in Spanje, en wel in *Hispania Tarraconensis*, aan de grenzen van Vrankryk. *Cæsar l. I. de bell. civ. Cellarii Geogr. ant.*

AUSONIUS was een zoon van Ulysses en Calypso, naar wien de oudste volkeren in Italië AUSONEN genoemt zouden zyn, die anders ook *Auruncos* worden geheten. Zy breidden zich in Latium, en het benedenste van Italië tegen de zee uit; waarom die landstreek den naam van AUSONIA verkreeg, welken de dichters naderhandt aan gansch Italië gegeven hebben. *Servius. Plin. Cluver. Ital. antiq. lib. III. cap. 9. Cellarii Geogr. antiq.*

AUSONIUS, eerste bisschop van Angoulême. Men meent dat hy een der leerlingen was van Martiaal van Limoges, welken zommige [illegible] stellen ten tyde der Apostelen, en anderen in het einde van de III eeuw. Men gelooft dat Ausonius leefde onder het keizerschap van Galienus. Men schryft dat hy gemartelt wierdt in [illegible], welken Chrocus koning der Allemannen, deedt in de Gaulen. Anderen zeggen dat hy door de Wandalen ter doodt gebragt wierdt. Indien zulks de waarheit was, zoude hy omtrent het einde van de IV eeuw geleeft hebben, dewyl de Wandalen hun [illegible] inval in de Gaulen deden in den jare 496. Maar [illegible] dat men van S. Ausonius schryft, is onzeker, zynde alleen gegrond op eene apocryphe Legende, vervult met verdichtselen en onwaarheden. De zelve is vertaalt door François van Courlay; maar dewyl deze schryver geen ander gedenkschrift gehad heeft dan de Legende, zo is het geen hy verhaalt zeer onzeker. *Ancienne Legende de la vie de S. Ausone. Vie de S. Ausone par Courlay*, uitgegeven in den jare 1636 door François Bosquet. *Les Continuateurs de Bollandus, au 22 Mai. Sammarth. Gall. Christ. Baillet.*

AUSONIUS, in 't Latyn *Decius* of eerder *Decimus Magnus Ausonius*, een der uitmuntentste dichters van de IV eeuw, was van Bourdeaux, en de zoon van een vermaart geneesmeester, van wien in het volgende artykel gesproken wordt. Hy wierdt met byzondere zorgen opgevoedt: het gansche geslacht bevlytigde zich daar omtrent, het zy om dat zyn geest veel beloofde, of om dat zyne geboortester, volgens de ontdekking van Cæcilius Argicius Arborius, zyn moederlyken grootvader, die de sterrekunst verstont, deedt geloven dat hy tot grote eere verheven zoude worden. Hy maakte een ongemeenen voortgang in de goede letteren; en hy wierdt in den ouderdom van dertig jaren verkoren om de letterkunst te Bourdeaux te leeraren. Hy wierdt eenigen tydt daar na aldaar tot de waardigheit van professor in de welsprekendheit gevordert. Hy verkreeg zulk eene heerlyke achting in die waardigheit, dat men hem aan het keizerlyke hof nam, om zich tot leermeester te maken van Gratianus, den zoon van den keizer Valentinianus. Hy maakte zich zeer aangenaam by zynen leerling, en by des zelfs vader, en hy ontfing van hen beloningen en waardigheden, die hem tot een bevestigend voorbeeldt maakten [illegible] grondregel, dien Juvenalis voorgestelt heeft, *Dat men [illegible] van de fortuin behaagt, overgaat van den standt van een redenaar [illegible] tot de burgermeesterlyke waardigheit.* Hy wierdt in der daadt tot het burgermeesterschap verheven door den keizer Gratianus in den jare 379, na dat hy verscheide andere aanzienelyke waardigheden bekleed hadde; want behalven de waardigheit van *Quæstor*, waar mede hy vereert was geweest gedurende het leven van den keizer Valentinianus, was hy prefect van het Pretorium gemaakt in Italië, en in de Gaulen, na de doodt van dien prins. De dankzegging, die hy deedt aan den keizer Gratianus, over zyne aanstelling tot het burgermeesterschap, is een heerlyk stuk werks. Men weet den tydt van zyne doodt niet wel; maar men zoude niet kunnen twyfelen of hy leefde noch in den jare 388, en zelfs in den jare 392, en is oud geworden. Hy overleefde zynen vader, met wien hy weinig in jaren verschilde, en die een ouderdom van 90 jaren bereikte. Hy was getrouwt met eene vrouwe, die jong stierf, en van goeden huize was. Hy hadt by haar eenige kinderen, en trouwde niet wederom. Hy was in grote achting by den keizer Theodosius, en eenigen geloven dat die vorst hem tot de waardigheit van Patricius verhief. Zy besluiten zulks uit eenen brief, dien men vindt in het begin van de meeste drukken der werken van Ausonius. Men zoude niet verplichtender kunnen vinden dan dezen brief. Daar zyn oordeelkundigen, die meenen dat de zelve verdicht is: maar zy zouden niet kunnen ontkennen dat deze keizer eene grote achting hadde voor de Poëzy van Ausonius, en dat hy hem aangemaant heeft om de zelve uit te geven; want het blykt door een voorrede, die onwederspreekelyk van dezen dichter is. Daar is eene ongemeene ongelykheit tusschen zyne werken, het zy dat zyne vindinnen wat [illegible] erlyk waren, het zy dat men in zyne [illegible] eenige stukken in gevoegt heeft, die hy slechts in 't [illegible] pen hadde, het zy dat byzondere redenen hem [illegible] om eenige vaarzen te laten uitgaan, waar toe hy den [illegible] hadt hadde om ze te beschaven. In het algemeen gesproken [illegible] 'er hardigheden in zyne spreekwyzen, en in zynen styl; maar was eerder het gebrek van zyne eeuw, dan van zynen geest. [illegible] urige kenners kunnen gemakkelyk zien, dat, indien hy geleeft [illegible] ten tyde van Augustus, zyne vaarzen gelyk zouden geweest zyn [illegible] de volmaaktsten van dien tydt, zo veel edelheit en geest ziet men in verscheide van zyne schriften uitblinken. Hoewel hy een Christen was, volgens het gemene gevoelen, daar zyn echter bequame mannen die geloven dat hy het niet was. Bayle heeft omstandig aangetoont, dat indien zy zulks besluiten uit eenige ontuchtige vaarzen die hy gemaakt heeft, of uit de wyze op welke hy het eenzaam leven van Paulinus veroordeelde, of uit de vertrouwde vriendschap die 'er tusschen den [illegible] Symmachus en hem was, zy grosselyk misgetast hebben. Dit zyn nochtans de waarschynlykste redenen, die men bygebragt heeft. Trithemius heeft voorgegeven, hoewel ten onrechte, dat Ausonius bisschop was geweest van Bourdeaux. Wat'er van zy, men heeft Ausonius op verschillende wyzen verbeeldt; want daar zommigen zeggen dat hy geen Christen was geweest, daar hebben anderen hem gestelt in de lyst der gekanonizeerde Heiligen. De werken van Ausonius zyn dikwils, en op verscheide plaatsen gedrukt; doch de beste druk is die van Amsterdam van den jare 1671, hoewel de tytel valschelyk belooft dat men volkomentlyk alle de aantekeningen van Mariangelus Accursius daar in gevoegt heeft. Ausonius hadt eenen zoon, Hesperius genoemt, die zyn amptgenoot was in het prefectorschap. *Bayle Dict. Crit.* en de schryvers door hem bygebragt.

AUSONIUS, (JULIUS) een beroemt geneesmeester, en vader van Ausonius, van wien in het voorgaande artykel gehandelt is. Hy was geboortig van Bazas en zette zich neêr te Bourdeaux. Zyne vrouwe, genoemt Æmilia Æonia, was eene dochter van Cæcilius Argicius Arborius, die in Aquitanië gevlucht was door eene verbanning door welke hy ontbloot was van de goederen die hy bezat in zyn landt, dat tegenwoordig Bourgonje genoemt wordt. Deze Arborius zich nedergeslagen hebbende in de *Aquæ Tarbellorum*, (welke Scaliger zegt dat *Acqs* is aan de Adour) trouwde aldaar met eene eerlyke vrouwe, die weinig goederen hadde, en Æmilia Corinthia Mauza genoemt was. Uit dit huwelyk sproten een zoon en drie dochters. De zoon is de zelfde Æmilius Magnus Arborius, die de welsprekentheit leeraarde te Toulouse, en die eene byzondere zorge hadde voor de opvoeding van zynen neef Decimus Magnus Ausonius: eene der dochters was getrouwt met Julius Ausonius, en baarde hem vier kinderen, waar van de dichter Ausonius de twede was. Julius Ausonius was een man van grote verdiensten; en indien hy gelyk was aan de afbeelding, die zyn zoon van hem heeft nagelaten, zo was hy een overblyfsel van de gulde eeuw. In al zyn gedrag was de grootste overeenkomst der wereldt. Hy boodt zonder loon de zorgen van zyne kunst aan aan alle de genen, die de zelve begeerden: hy arbeidde om het goede gevoelen dat men van hem hadde te beantwoorden; maar hy oordeelde nooit voordeelig van hetgene hy deedt; hy hadt een afkeer van de processen; hy vermeerderde zyn goedt niet, noch verminderde het zelve; hy was nooit getuige noch aanklager tegen het leven van iemandt; hy was zonder nydt, en zonder heerschzucht; hy stelde het zweeren en het liegen in eenen graadt; hy liet zich nooit in eenige zamenzweering, in eenigen toeleg, of in eenige partyschap in; hy onderhieldt godsdienstelyk de geheiligde wetten der vriendschap; hy deedt het geluk bestaan, niet in te bezitten het gene men begeerde, maar in niet te wenschen het gene het geluk niet gaf; hy zocht de geheimen van een ander niet te doorgronden; hy verdichtte gene valsche geruchten tegen de achting van zynen naasten, en hy bewaarde de stilzwygentheit, wanneer hy nadeelige waarheden wist. Hy geloofde nooit, dat, gene misslagen begaan te hebben, eene zake was die lof verdiende; en hy achtte de goedezeden hoger dan de wetten; dat is te zeggen, dat hy eene goede daadt deedt, om dat zy goedt was, en niet om zich te schikken naar de wetten. Hy bewaarde naaukeuriglyk de huwelykstrouw gedurende de vyf en veertig jaren, welke hy getrouwt was; en zo hy het genoegen hadde van het gene hy wenschte te zien gebeuren, dat geschiedde niet door een al te grote toegeeflykheit van het noodlot, maar om dat hy enge bepalingen gegeven hadde aan zyne begeertens. Men vergeleek hem by de oude wyzen van Griekenlandt, en hy was in de moeijelykste zaak hun navolger geworden; dat was met te doen het gene zy geleeraart hadden;

Court of Justice at Chinsura

Book of Sentences or Decrees in Causes decided by The European Court of Justice of afore said Place

Sentence
I

Wednesday the 17th April 1799

Decree pronounced in the Case of Etienne Alexander Mauguin acting on behalf of Mrs Melanie Pingault wife to Daniel Murphy, furnished by her said Husband with a Power of attorney.

Plaintif qualitatê quâ

versus

Joseph Roselje
inhabitant of this Place
Defendant

The Court having read heard and duely considered all matters relative to this Case, also the opinion given by the Fiscal; Condemnes the Defendant to pay to the Plaintif qualitatê quâ the

Sum

Sentence
I

Sum of Eight Hundred and Eighty six sicca rupees— aforesaid payment to be made by instalments of one Hundred sicca rupees for each month to Commence from the first November One Thousand seven Hundred and Ninety Eight; with a deduction however of the fifty sicca rupees which the Defendant has paid on the 28th November last to Mrs. Murphy according to her receipt Number 18.— Consequently the payment for the month of November 1798. shall be only fifty sicca rupees; that for December 1798 shall be Hundred sicca rupees; for January 1799. Hundred sicca rupees; for February Hundred sicca rupees; and for March Hundred sicca rupees. or together four Hundred and fifty sicca rupees. also at the expiration of the current month April Hundred sicca rupees. Consequently the Defendant shall have

to

Sentence
I

to pay on the first of May at one time the Total sum of Five Hundred and fifty sicca rupees to the Plaintiff ~~99~~ and Subsequently per month one Hundred sicca rupees untill the whole shall be compleated.— But for as much as certain of the articles inserted in the account Currant marked A No. 2. are of doubtful nature as Between the Defendant and the Principal Daniel Murphy, some of which have been admitted, some Rejected and others Modified for the purpose of and adjustment of the present Suite by mutual Consent of Parties as follows.

Account

Sentence I

Dr Account Current Between Mr Daniel Murphy & the undersigned Cr

1798					
Febry 8	To	12 Sausages	Rs	6	
	"	one pair of Spectacles	"	12	
	"	one Soop Box	"	2	
	"	4 Sausages	"	2	
	"	Cash paid a Tailer for a Jacket	"	2	8
	"	2 dozen plaited Buttons	"	2	
"	10	" Cash paid to Douglas on your acct	"	17	4
"	13	" Do paid Mrs Murphy on account of a Lady's watch which was Taken	"	100	
		" Do 22 Months Intrest at 12 p.C. p.an	"	22	
"	15	" Do paid Mr Champain for Budgerow hire	"	12	
			"	150	
March 2		" Do paid to you	"	11	8
				Rs 339	4
"	"	" Do Do th repairing of a Trunk	"		150
"	5	" Do Do to you upon your receipt			
"	21	" Do Do " Rampersaud on your account	Rs	22	
"	25	" Do Do " Gopal Sercar	"	20	
			"	3	45
		" one Empty Chest			
April 5		" Cash paid to you on your receipt	"		150
May 1		" Do received from Mr C. Cotton according agreement	"		200
June 27		" Do Do / Do Do Do Do	"		200
"	28	" a Memorandum for goods delivered	"		470
"	"	" Do " wine	"		112
July 20		" Cash paid to you upon your receipt	"		200
Aug		" Do Do " Do " " Do	"		200
Nov	28	" Do Do " Do " " Do	"		50
1799					
March 10		" Balance in your favor	"		583 12
		Total Sicca rupees			2700

Sentence I

1798
Febry 7 By a Note of Hand amounting Sa Rs 2700

Total Sicca rupees 2700

Chinsurah the 18th March 1799.

/ Signed / J. Rofelz

No 2.

Produced in Court 27. March 1799.

/ Signed / R. C. Birch Judge

From which the Court with Consent of Parties deducted

as

Sentence I

as follows: Tenth February Paid to Douglas sicca rupees Seventeen and four anas not allowed. — March second Paid to Murphy one Hundred and fifty rupees, passed with consent of Parties deducting fifty no vouchers being produced. — Twenty-Eight of June Four Hundred and Seventy, for goods or partnership adventure passed by the Court for the present, only for Mr. Murphy's half Share. — The Balance of Five Hundred Eighty three rupees and Twelve anas with addition of Two hundred and thirty five for Roselje's half Share of Goods on adventure. Fifty rupees from the one Hundred and fifty Paid to Murphy and Seventeen rupees and four anas not allowed, making Eight Hundred and Eighty Six rupees Sicca. — It is hereby declared and decreed that this present decree shall not be construed or taken as a final

Settlement

Sentence I

Settlement of the articles contained in the said account Currant or any of them, but all and every of the said articles shall be liable to future discussion, allowance, Contradiction or alteration between the said Daniel Murphy and Joseph Roselje or others having right to settle or contest the same. The hereby decreed Sum of sicca rupees Eight Hundred and Eighty six, being to be carried in the Debit of Daniel Murphy in account Currant with Joseph Roselje. —

The Court finally decree that the Defendant shall pay his own attorney and the remaining costs of this action equally shall be defrayed by both Parties. —

Thus decreed and pronounced at Hoogly in Bengal

Sentence I

Bengal on the day and year aforesaid.

By the Court

Sentence II

Wednesday the 15th. May 1799.

Decree given in the cause of the Secretary to this Court of Justice Anthony Brand administring as Sequester the Insolvent Estate in Chinsurah of James Prescott deceased.

Requirant

VERSUS

Johannes Muller late Sequestor,

and

Sentence II

and in that Quality having administered to and summoned all the Creditors of the aforesaid Estate

Requirant

on the one part — together with.

W.H. Verboon
John Andrews
Joseph Rofelje
B.L. Obelitz

all resident in Chinsurah

Requisitos on the other part

Summoned to hear pronounced The Decree on their claims exhibited on the 26th September 1798. to the late Court of Justice.

The Court having read and Maturely Considered all matters relative to this case, likewise the opinion of the Fiscal doth decree default against all Claimants who have not made known

Sentence II

known their Claims, and as the forfeiture of that default Eternum Silentium as a gainst the division hereby Ordered.

Primarely, That preference of Payment be given to all Judiciall Cost's incurred in this cause.

Secondly, That Payment of the House Rent be made to Willem Hendrik Verboon Truely and lawfully due for three months & five days; at Eight sicca rupees per month: amounting to Twenty five sicca rupees and five anas. according to the Voucher L: J. N:o 2.—

Thirdly, That Payment be made to Joseph Roelje for the Sum of Fourty Six Sicca rupees and Eight anas. truely and Lawfully due according Vou. cher L:a H. N:o 2.

and to Balthazar Lodewyk Obelitz the Sum of Ten Sicca rup:s and Eight anas: a True and Lawfull demand, according to Voucher N:o 2. letter K.—

The above two being debts contracted in Chinsurah of which the Property in Chinsurah is the Natural representation.

Fourthly

Sentence II

Fourthly, That Payment be made to John Andrews residing in Chinsurah of the Sum of Four Thousand one Hundred and Nineteen Sicca rupees Eleven anas: truely and Lawfully due, being the Balance of the Sum Capital specified in Two Bonds dated in Calcutta 1:st July 1792. & 20:th Dec:r 1793. according to the vouchers L:a J. N:o 1. and 2. together with such Interest as Shall and may be Lawfully due thereon.—

Thus done and Pronounced at Chinsurah in Bengal this Nineteenth day of June One Thousand Seven Hundred and Ninety nine.—

By the Court

Sentence III

Wednesday the 14th August 1799

Decree Between Bolleram Sercar Complainand and Thomas Cotten defendant

Know all Men by this presents that the Court of Justice of this place have considered the Petition of Frans Casparus Regel Proctor for the Complainant, dated the 21st day of march last, by which he represents, that the Complainant has to claim from the defendant the Sum of Sicca rupees One Thousand and Seven Hundred, as could appear out of Bond bearing Interest of twelve per cent: marked N:o 2.

That well was true a certain Mr. William Barkley who since died in this place; also had made himself responsible for that amount as calling himself a Partner of the defendant; but that could in the present Case have no effect: because the defendant

and

Sentence III

and Berkley each were Separatly bound for the mentioned Sum, and that the Complainant of course could claim his whole demand from the defendant, which the Plaintiff independant of that special Obligation could do. because every individual Partner was amenable in Law, for all the debts contracted by the Copartnership.

That for the Sum of One Thousand Seven Hundred rupees had been Mortgaged a Pinaace with its aparte nances agreeable to a voucher Marked N:o 3.

That the said Sum of Sicca rupees One Thousand and Seven Hundred was borrowed for Six months only; which Period was now doubly expired, without the Plaintiff / tho' he had repeatedly asked the payment / have recovered their arrears with the Interest thereon accrued. - praying the Court to order the defendant to pay to the Plaintiff the sum of One Thousand and Seven Hundred rupees with the interest and costs made and still to be made in this Suit. And having Read the pieces thereunto annexed, with the Order of the Court dated the 17th of the month of April, written at the bottom of the said requeste by which the defendant was ordered to answer to the Petition of the Plaintiff in Eight days; and the return

of

Sentence III

of the Court-Messenger which proves that service of signification duely was made; and also having Read the answer of the defendant dated the 27th day of the said month of April, by which he principally states: that he is Certified that the Suit or Complaint in the said Petition of the Complainant stated, has been instituted and is depending on the supreme Court at Calcutta. And one Borgnot Metre the Gomastah or Agent of the Complainant, a short time since has caused to be cut off in the River Hoogly & taken away from Chinsurah to Calcutta by an Officer of the Sheriff of the said Court a certain Pinnace, referred to in the aforesaid Petition; but which he afterwards relinqueshed.

That the defendant hopes therefore that the said Complaint will now be dismissed. — If not, he prays Oyer of the Bond, referred to; whereby he may observe if any, and what consideration has been stated therein, to have been actualy advanced & paid to him, for or on account of the said Claim. And having Read the order of of the Court by which the defendant was granted a Copy of the Bond produced in Court by the Plaintiff; And also the further answer of the defendant dated the 14th day of the said month of may, by which is stated that having received a copy of the Bond prayed for in his former Petition, find it only a Bond for the performance of covenants, and not a Bond on which a Claim can be instituted as P. S. Rs.

1700.—

Sentence III

1700. for Money Paid and advanced, with Interest at 12 Pr Cent. as set forth in the Petition of the Proctor F. C. Regel, & that therefore the inference in Clause 2nd of the said Petition was inconclusive and of no Avail.

That the Mortgage Bond so called & referred to in the next Claim of the said Petition as would appear on reference being had thereunto, had never been compleated by the necessary delivery of the Property it purports to assign, having been duely made, either at the execution thereof, or at any other time.

That some time in the month of July 1797, the late William Barkly informed the defendant that his sircar Birgnot Metre, (or som friend of his) would advance to them the sum of S. Rs. 1700. at Interest of 12 Pr Cent having Collateral Security. That it was agreed to grant such Security, by assignment of a Pinnace, then the Property of the defendant, for the term of six months, but (as already was stated) the same was not compleated.

That the demanded sum of 1700 S. Rs. or any part thereof, or any consideration what ever, on account of the said intended Assignment had not at any time been paid to the defendant by the Complainant Bolloram Sircar.

That

Sentense III

That had such Consideration been paid, the Board would have become due on the 4th day of February 1798. when payment of course would have been demanded. — Neither was any Possession asked of the Pinnace aforesaid, untill after the decease of the said Wm. Barkly, which happened in march 1798. / His Concerns or Partnership with the defendant were ended the 30th day of November preceding / and than by Birgnot Metree, but never by the Complainant Bull. Coram Sercar.

That the Extract of articles concluded & executed between the defendant and the said William Barkly bearing date 30 Nov. 1797. hereunto annexed, & which were well known to the aforesaid Birgnot Metre, would well account for his proceeding in an Action in the Supreme Court at Calcutta on the 28th day of June last, and his subsequent proceedings, as before set forth.

That the defendant could not be liable twelve Months after the decease of the said Wm. Barkly to answer Claims upon him, when it does not appear whither any and what Claim has been made or payment received from the Executor to whom the

Property

Sentense III

Property of the said W Barkly, in Chinsura & was delivered over, after his decease by Mr. James Muller then Secretary of the Court. but above all that no Debtor can be liable in two distinct Jurisdictions, at the same time for one and the same demand.

That the defendant therefore prays that this Suit may be dismissed, for the various Causes assigned in his answer. — And having Read the documents thereunto annexed; The Order of the Court dated 15th of may last written at the Bottom of said answer, and also the replicq of the Complainant dated 29th of the same Month of may by which he Principally states that the exception concerning the necessity of the delivery of Property when Mortgaged, was unjustly set forth no special property bound by a Mortgage Bond was Claimed, and that such a Claim could not be made there the Complainant did know that the Pinnace in question was taken away from before Chinsurah and carried to Calcutta and thus lost for the Plantif. — That Mortgage Bond only had been produced as a compleat voucher that the defendant and his partner have received from the Complainant the money

with

Sentense III

with Sicca rupees Seventeen Hundred.

That it was acknowledged by the defendant that Barkly had informed him that a friend of Birs not Retre on Collateral Security would fournish 1700 rupees, and also confessed that the said Security should be the Pinnace, the term six months, and the rent 12 p.Cent both the Mortgage Bound & Bond did proof that the 1700 rupees were paid by the Plaintiff on the Collateral Security of the Pinnace, what is the want thus to proof the Justness of the Claim? according to the meaning of the defendant that he himself had not received the money altho' this may be, the defendant and his partner are surely both bound for a debt contracted during their Copartnership and the defendant had signed both the Mortgage Bound & Bond and there with acknowledge that he had take share in the transaction.

If now Mr Wm Barkly has made agreements with the defendant, was of no consequence for the Plaintiff; nor could the abstract exhibited with the answer of the defendant do any thing to this Cause, for Barkly & the defendant could surely agree to settle their disputes at Calcutta,

but

Sentense III.

but that does not take away the right of the Plaintiff to act against his Debtor for his Competent Judge.

That it was also of no consequence to the Plaintiff what the Laws of England dictates, he must be Judged according to the Dutch Laws and in consequence of this Laws was one Partner answerable for the debts made during the time they have Trade together, the Plaintiff had therefore nothing to do with the Executors of Mr Barkly much less with Johannes Muller Secretary of the late Court of Justice, and is therefore ignorant on what foundation the defendant suppose, that he after his partner having being death Twelve months should not be answerable for the debts made during their partnership, when the proofs were wanted which the defendant was so kind to mention.

The defendant should recollect that it had not been Twelve months after the death of his partner that the 1700 rupees were first demanded from him — on the 15 December 1798 had the Pinnace of the defendant already been arrested by the Plaintiff, but that arrest had also been released on that Pretext which has made so much noise, namely the never granted Letters of Attermination, and an other person had take away the Property specially Mortgaged to the Plaintiff.

Besides this, was the defendant before the arrest was layed, incessantly asked for the Payment of the debt, and he had also

made

Sentence
111.

made from 6 months one year, which is only the half; But were on one ought not to make remarks.

That Just in the same manner as the defendant had been mistaken in the time. Just so had he been mistaken when he was pleased to alledge that for this Suit actie had been instituted in Calcutta the Plaintiff shall with Tranquiliety wait for the vouchers thereof, and than readely acknowledge; that the Law says that in two different places at one and the same time for one and the same action no Liles Contestation may be held.

That the Plaintiff having refuted the answer of the defendant by what he had already said persits by the Conclusion made in his Plaint. — And also having read the Duplicq of the defendant dated the 13th of July last, by which he states That the Replicque of the attorney in this Cause contains nothing but a repetition of his former Asfertions, unaccompanied by any proof.

That the defendant finally declares that to his Knowledge he never saw the Person of the Complainant in his Life — and that he never received to his use from the Complainant The Sum demanded of 1700. Rupees, or any part thereof. That with a Man named Birgnot Mitre well known to the Proctor of the Complainant, and calling himself the Brother in Law of the Plaintiff, the defendant admitts and acknowledges, he had severall Money Transactions, and that for a Balance due therupon,

or

Sentence
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or demanded, the said Birgnot Metrel had a Suit now pending against the defendant in the Supreme Court at Calcutta, Commenced at the date already Certified by the Officers of the Supreme Court, as per attested copy of the Certificate before delivered: And that no demand whatever was made on the defendant during the life time of the late William Barkly, but long after his decease, by the aforesaid Complainant Bulloram Sircar. Of the Truth of all which the defendant was ready to make affidavit whenever required. And therefore calls on the Plaintiff to adduce Satisfactory Evidence of any Payment of the Sum of 1700 Rupees having been made. — And also having Heard the Further allegations of the Parties, and Read the Order of the Court whereby the Cause was referred to the Fiscal for his opinion.

The Court having Read, Heard, and duely considered all matters relative to the Cause together with the opinion of the Fiscal. Condemns the defendant to Pay to the Plaintiff the Sum of One Thousand

and

Sentence III

and Seven Hundred rupees sicca; well and Lawfully due as appears out the Bond and Mortgage Bound dated August 4th 1797. with the interest of twelve Persent per annum from the 4th day of august 1797. untill the full Payment and finally Condemn's the defendant in all Costs of this Suit.

Thus decreed and Pronounced at Hoogly in Bengal the day and year aforesaid.

By the Court.

Sentence IV.

Wednesday the 14th August 1799.

Decree Between Munglah Butcher Complainant and Thomas Cotton defendant

Know all Men by this presents that the Court of Justice of this Place have considered the Petition of Frans Casparus Regel Proctor for the Compldinant dated 21st of March last in which he represents that the Complainant by virtue of a Promissory Note dated 15th September 1797. has to claim from the defendant the Sum of Sicca rupees One Thousand, as could appear out the document marked No. 2. praying that the Court would Order the defendant

Sentence IV

fendant to pay to the Plaintiff the said Sum of one Thousand rupees with the Interest and Costs already made, and those who are to be made and having read the Note thereunto annexed; with the Order of the Court dated the 17th April last, written at the Bottom of the said requete and the return of the Court messenger; proving that the Service of Signification duely has been made and having read the answer of the defendant dated the 27th day of the said month of April; by which he Principally states that he had already stated to the former Court of Justice that this demand was in fact a branch of an other Claim, that had been brought forward by one Jeahbuddy the partner of the Complainant; and in which a Decree had been given two months preceding the Proctor Frans Casparus Regel instituted this Suit, without proper authority. And that Jeahbuddy had disclaimed it; and had sent written orders to the said Proctor Frans Casparus Regel by the defendant himself, to discontinue all Proceedings and that when these orders were written, that the present Complainant was present, as the defendant had evidence to prove, and that the Complainant concurred therein: Prays that

this

Sentence IV

this Suit may be not now received. and also having read the replicq of the Complainant dated 15th of May; by which he principally represents that Jeahbuddy never has been a partner of Munglah, but only a Servant to the Father of the Complainant by whom he was employed to sell Meat &c. Jeahbuddy having from time to time sold Meat &c. to the defendant to the value of one Thousand six Hundred Eighteen rupees and Twelve annas, of which Sum nothing more than Two Gold mohurs had been received, although he often had demanded payment of his whole demand; finding himself obliged to warn the defendant that he Jeahbuddy was indebted to Munglah the present Complainant One Thousand rupees, for which he had menaced to prosecute him in Court; and in this case when the defendant did not in one way or an other procure him Money he should also take his measures. whereon the defendant contented Jeahbuddy by giving him the Note for the Complainant produced in this Suit &c.

That what the defendant states in his answer that Jeahbuddy had denyed the debt of the Complainant. When that was true, for what reasons had the defendant than granted the Note to the Complainant in part Payment of Jeahbuddy's demand. 2 That the proofs were to be found in the Suit of Jeahbuddy Versus Thomas Cotton; the action was only brought for the

Balance

Sentence IV.

Balance and not for the whole demand: persisting by his demand made in his Plaint — and also having read the Order of the Court dated 19th June whereby this Cause was referred to the Fiscal for his opinion.

The Court having Heard the allegations of the parties, Read and duly Considered all matters relative to this Cause together with the opinion of the Fiscal Condemns the defendant to pay to the Plaintiff the sum of one Thou- sand rupees well and Lawfully due as appears by a Note of Hand dated 15th September 1797. together with the Interest of Twelve Percent from the 15th of Decem- ber of the same year, the day on which the Note is become due, untill the full payment. and finally Condemns the defendant in the Costs of this Suit.

Thus decreed and Pronounced at Hoogly in Bengal the day and Year aforesaid.

By the Court

Sentence V.

Wednesday the 14th August 1799.

Joseph Roselje
Inhabitant of this Place
Plaintiff

and

Thomas Cotton
Inhabitant of this Settlement
Defendant

Decree Between

Know all Men by this presents That the Court of Justice of this Place have Con- sidered the Petition of Frans Casparus Regel Proctor for the Plaintiff Joseph Roselje dated the 15th day of the Month of may, by which he represents That the Complainant has to demand from the defend- ant Thomas Cotton the full sum of one Thou- sand Nine Hundred and ninety Eight rupees & Eight annas Sicca; being the Balance of Two Promissory Notes the one dated the 28th of the Month of June 1796 for one Thousand and

Six

Sentence V

Six Hundred rupees and Interest and the other dated the 28th day of the month of march 1798. for Six Hundred and two rupees Sicca ; as could appear out of three documents viz the above mentioned Promissary notes marked No 2. & 3. and a account Currant marked No 3.

That the Plaintiff many times the said Promissary notes has presented to the defendant, but to no effect; for which reasons he prays that it may please the Court to order the Defendant by a final decree to pay the said sum of one thousand Nine Hundred and Ninety eight and Eight annas with the interest which shall become due of Twelve Per cent per annum untill the full payment with the costs and that the arrested property shall be declared to be bound and executable for the payment thereof. - And having considered and read thereunto annexed and the Order of the Court dated the 15th May last written at the bottom of the said Petition, and also the answer of the defendant dated the 25th of the said month of may by which answer the defendant states that the Promissary Note dated the 28th June 1796. was the joint Obligation of the Defendant & John Scawen for the payment of Sicca rupees Sixteen Hundred and Interest.

That the defendant had been informed, that the said Promissary Note by the Consent of the said John Scawen has been made over as a Collateral Security to one Arthur Murphy of Chandernagore to whom the defendant had made several payments on account of the said Note, the receipts for which he had delivered

Sentence V

delivered to the Plaintiff.

That it was incumbant on the Complainant before he had instituted Legal Proceedings against the defendant to have applied to the said John Scawen for the Payment of the whole or any part of the said Joint obligation.

That the Note dated 28th day of march 1798. was given in the words "for which I promise to be accountable" and not in the usual form, because that the defendant had placed with the Plaintiff for sale divers articles of the workmanship of Vizagapatnam to be brought to his credit against the Sum of Sicca rupees Six Hundred and two, and of which articles he has hitherto received no account of Sale: praying to have a Copy of the account Currant to which the Plaintiff referred to. - and also Read the order written at the bottom of the said answer by which a Copy of the account Currant exhibited to the Court by the Plaintiff, is granted to the defendant and a Term of Eight days to allledge what he the defendant had to say in his further defence and also having Read a Letter received by the Secretary sitting the Court which was found to Contain that the Defendant observes on the account of the Plaintiff that it did not appear that the amount of Proceeds of the wrought Yvorie articles brought from Vizagapatnam where brought to his credit; and also having Read the Replicq of the Plaintiff dated 17th July last, the contents of which principally stated that the Plaintiff from the Yvorie Articles of the Defendant had only sold a small Scritoire for Sicca rupees Sixteen, against which the Plaintiff had delivered to the defendant divers articles to the amount of Sicca rupees Twenty two and that the other articles have not yet been sold. And that the Plaintiff thinks that no further Pleadings are necessary, the

debt

Sentence V.

debt being acknowledged by the defendant and prays for Judgement. And also Read the order of the Court thereon, as well as the Duplicq of the Defendant in which he states that the account Currant of the Plaintiff dated 15th of May is not a full and true account, that he had called for and still requires an Account of the articles delivered to the Plaintiff from Vizagapatnam, one articul was only mentioned and that the most inconsiderable, the Replicq did give no account of a Scritore or Ladies dressing case, for which the defendant paid Thirty Star pagodes, That this omission alone the Court could not but observe had protracted the Suit and that the Plaintiff or his attorney have been the Sole cause of it &c.

The Court having Read, Heard and duely considered the further allegations of the Parties and all Matters relative to this cause together with the opinion of the fiscal in which the Court Concurs. First confirms the arrest laid on the 20th of April last, condemns the Defendant to pay to the Plaintiff the full sum of Sicca rupees One Thousand Nine Hundred and Ninety Eight and Eight anas Lawfully due as appear

Sentence V.

appear out of the account Currant No. 3. with the Interest from the date of the above mentioned account Currant untill the day of payment and declares that the arrested effects of the Defendant are bound and executable to the payment thereof. - Orders that such articles of Vizagapatnam workmanship as remain unsold by the Plaintiff shall be returned to the defendant and finally condemns the Defendant in the Costs of this Suit. -

Thus decreed and Pronounced in the European Court of Justice at Hoogly in Bengall the day and year aforesaid. -

By the Court

Sentence VI.

Wednesday the 14th August 1799

Balthazar Constantyn Diderik Bouman having acted on behalf of Thomas Higgens by virtue of a Power of attorney dated 25th January 1799. and now invested with authority and a Power of attorney of R. Downie & P. Maitland also Complainant 99

Decree. Between

and

Thomas Cotton Inhabitant of this Place defendant

Known all Man by this presents that the Court of Justice of this Place have considered the requete of Balthazar Constantyn Diderik Bouman attorney of Thomas Higgens dated the 15th May last, by which he represents that the defendant Thomas Cotton since many years is an Inhabitant of this place, and for this reason subject to the Jurisdiction of this Court, is indebted to the Widdow Spiegel now the wife of Thomas Higgens the Sum of

Six

Sentence VI.

Six Thousand sicca rupees, being a part of the amount which the said defendant had agreed to pay for the House sold to him by the then widdow Spiegel. That the said defendant on the 28 April 1794. has granted a Bound in favor of the widdow Spiegel for the principal Sum of Eight Thousand and Six Hundred sicca rupees with Interest at the rate of Six per Cent per annum; and to Secure that payment has Mortgaged specially the House of which he the defendant by purchase from now Mrs Higgens had become proprietor — That on the 27th May 1796. in deduction of the Sum Capital specified in the aforesaid Bound and the thereon aggregated Interest until the 15th April 1796. Three Thousand one Hundred and Sixteen rupees have been paid, as could be seen by the Mortgage Bound hereto annexed. That the aforesaid defendant having failed to pay the now remaining Sum of the mortgage Bound at the Term specified and covenanted, the Complainant duely authorized by the accompanying Power of attorney No. 2. to Act on behalf of the formerly widdow Spiegel now Mrs Higgens prays that the defendant may be condemned to pay the now Principal and Interest of the said Mortgage Bound with deduction however of such Interest amount as he the Defendant shall prove to have paid to Messrs Dring & Co

and

Sentence VI

and likewise on the Costs of this Plaint. having been read and considered, as also the pieces thereunto annexed and the order of the Court dated the 15th May last written at the Bottom of the said Request, and also the answer of the Defendant dated the 25th day of may to the said request. by which answer the defendant atknowledge the debt, but alledge that the House now mortgaged only for Six Thousand sicca rupees was purchased from the wife of Thomas Higgens for the sum of Fourteen Thousand and Six Hundred rupees and that it therefore in the present scarcity & high Interest of Money should be unfair and ruinous to him, to demand the immediate Sale of his House and premises, but that reasonable time should be given to him to replace the said Sum of Six Thousand sicca rupees where with to pay off and discharge the demand of the said Thomas Higgens, that he the defendant had actually agreed to pay double the original rate of Interest. And that the Power of attorney exhibited by the Plaintiff does not express any authority to Johan Carel Lodewyk Blume or Balthazar Constantyn Diederik Bourman to act singly and separately neither does it authorise the Acts of the survivor in case of the decease of either of them. That the said Johan Carel Lodewyk Blume is since deceased and that when it was the intention of Thomas Higgens that the Complainant should act, a new Power ~~of attorney~~ was requisite, before he can be competend to execute Deeds or to sign

Releases

Sentence VI

Releases or duely to discharge demands. and therefore prays that the Court will first require more satisfactory proof of the competency of Balthazar Constantyn Diederik Bourman to act as attorney for Thomas Higgens to the prejudice of the defendant.

And the Court also having considered the Replicq of the Plaintiff q.q. dated the 28th day of the month of June last in which he refutes the answer of the defendant as also the further petition of the plaintiff dated the 24th day of the month of July on which he represented that in addition to the power of attorney of Thomas Higgens he had the Honor to exhibite to the Court a further Power of attorney sent to him by Downie & Maitland Trustees of the Creditors of Thomas Higgens.

Which Power of attorney also having been read by the Court together with Two letters exhibited to the Court by the Plaintiff qq. the one dated London December 18. 1798. / Signed / Th. Higgens and the other dated Calcutta 28th June 1799. / Signed / Downie & Maitland.

The Court having Read, Heard and duely considdered the allegations of the Parties and all matters relative to this Cause, also the opinions given by the fiscal, reject first the objections

made

Sentence VI

made by the defendant to the quatity of the Plaintiff q.q. and condemns the defendant to pay to the said Plaintiff q.q. the Balance Capital amounting to Six Thousand Sicca rupees and the thereon accumulated Interest with the Costs of this action, and declares that the House aspecially Mortgaged for the said Sum of Six Thousand rupees is amenable and executable

Thus decreed and Pronounced at Hoogly in Bengall on the day and year aforesaid

By the Court

Sentence VII.

Wednesday the 14th. August 1799.

Decree { Between Michiel Groenewoudt Inhabitant of this place Plaintiff and Thomas Cotton also an Inhabitant of this Settlement Defendant

Know all Man by this presents that the Court of Justice of this Place have Considered the Petition of Frans Gasparus Regel Grocer for Michiel Groenewoudt dated 15th. day of the month of may last by which he represents that he has to demand from the defendant Thomas Cotton first a Balance of Two Hundred and Fifty Sicca rupees being a part of the amount of a Promissary note endorsed to the Plaintiff by Balthazar Solvyns

and Secondly for the repairing of a Billiard Table the Sum of Seventy Six Sicca rupees as could appear out of Bill annexed to the Petition, making together a Capital Sum of Sicca rupees

Three

Sentence VII.

Three Hundred and Twenty Six.

And that the Plaintiff many times had presented the said promissary Note to the defendant and especially on the 13th of June 1797. but no payment received the defend. ant promising at the same time to pay Interest at the rate of twelve per cent per annum on the Balance of the Note being Two Hundred and Fifty rupees Sicca from the time that the Plaintiff had received the Note as could appear out of the annexed vouchers marked 2.3.4.5 & 6.—

Praying that it may please the Court to Condemn the defendant to pay the aforesaid sum of Sicca rupees Two Hundred and Fifty with the Interest of twelve per cent from the 13th June 1797. and the above mentioned Sum of Sicca rupees Seventy Six with the Interest of twelve per cent from the Commencement of the Suit till the full and actual payment, with the Costs, and that the arrest. ed Property of the defendant may be declared to be bound & executable for the demand of the Plaintiff.—

Having been read and considered as also the pieces thereunto annexed and the order of the Court dated the 15th day of the said month of may written at the Bottom of the said Petition; And also the answer of the defendant dated the 25th day of the said month of May in which he he states that the Note referred to indorsed by Balthazar Solvyns to the Complainant, was given to the said Complainant, in trust to be recovered after the same had become due; and it is in fact the Property of Messrs Stewards, Maudslay & Co Coachmakers in Calcutta &

that

Sentence VII.

that the Complainants, has the option of returning the same in the event of its not being paid, without his prejudice what even to the said Mr. Solvyns, but ultimately to Messrs Stewart, Maudslay & Co.

And that therefore for as much as the said Note is con. cludes, this Complaint is frivolous and tending to bring un. necessary Expences to the defendant.

And the Defendant Humbly prays that this Cause may be dismissed.

The Court having Read, Heard and duely considered all mat. ters relative to this Cause, as also the opinion of the fiscal first confirms the arrest laid on the 29th April last, and Condemns the defendant to pay to the plaintiff first the Sum of sicca rupees Two Hundred and Fifty Balance amount of a Promissary Note marked No. 2. with the Interest at the rate of twelve per cent per annum from the 3th July 1797. untill the final payment thereof.

Secondly the demanded Sum of Sicca rupees Seventy Six according to the account marked No. 3 and da. ted 3th September 1798. also with the Interest of Twelve per cent per annum

to

Sentence VII

to commence from the 17th. April last or the day on which the action at law by the arrest has been instituted, untill the final acquital. — Declares the arrested effects to be bound and eaccatable to the payment of the mentioned Sums and finally Condemns the defendant in all the Cost's of this Suit. —

Thus decreed and Pronounced at Hoogly in Bengall the day and Year aforesaid

By the Court

Sentence VIII

Wednesday the 14th. August 1799.

Decree Between Soll Mohun mestree Complainant and Thomas Cotton Defendant

Know all Man by this presents that the Court of Justice of this place have Considered the Petition of F. C. Regel Proctor for the Complainant Soll Mohun mestree dated the 15th. day of the month of may last by which he represents, that being Ordered by the Court to prove the validity of his Claim on the defendant Thomas Cotton he in conformity to that Order now exhibits a Promissary Note dated 13th. of September 1797. for the amount of One Hundred Sicca rupees which one month after date ought to have been paid. That the Plaintiff often ineffectually has tendered that note for payment prays that it may please the Court to order the said Thomas Cotton the Defendant to pay the Sum of

One

Sentence VIII

one Hundred rupees with the Interest of twelve per cent from the 13th. of October 1797. untill the full payment, together with the Cost's of this suit and that the arrested property of the defendant may be declared to be bound and executable for the payment thereof; and also having been Read the pieces thereunto annexed, the order of the Court to answer to the said Petition in Eight days and the return of the Court Messenger as also the ~~records~~ Proceedings of the Court of the Thirty first July last and the allegations of the said Proctor Frans Caparus Regel who did state that it was now three months or about that time that the Petition was signified to the defendant but no answer of him was yet come in, begging therefore Judgement.

The Court having Read, heard and duely considered all matters relative to this cause together with the opinion of the Fiscal condemn's the defendant to pay to the Plaintiff or his Proctor the sum of One Hundred sicca rupees with the Interest of twelve per cent from the 13th. October 1797. untill the full payment, well and Lawfully due to the Plaintiff by virtue of a Note of Hand dated 13th

Sentence VIII

13th. September 1797. and declares the arrested property of the defendant to be bound and executable to the payment thereof, and finally condemns the Defendant in all the Costs of this Suit.

Thus decreed and Pronounced at Hoogly in Bengall the day and year aforesaid.

By the Court

Sentence IX.

Wednesday the 14th August 1799.

Decree Between Ram Ghose Inhabitant of this place Plaintiff and Thomas Cotton also an Inhabitant of this place Defendant

Know all Men by this presents that the Court of Justice of this Place have considered the Petition of the Complainant Ram Ghose in which he represents that to prove the validity of his Claim on the Defendant Thomas Cotton he respectfully exhibits a Note of Hand duely executed by the Defendant amounting to sicca rupees Three Hundred Ninety One and Eleven annas. which Note often uneffectually has been tendered for payment, and prays that the Court would be pleased to Condemn the defendant in the payment of the said Note, and Order that this payment may be made from the Proceeds of the Effects whereon Arrest has been layd And having read the Note thereunto annexed

and

Sentence IX

and the order of the Court dated 19th June by which the Defendant was ordered to appear before the Court on the 3d day of the month of July to answer to the said demand. and also the return of the Court Messenger by which it appears that the service of signification duely has been made. and also having read the Minuts of the Court of the 31st July at which day the Plaintiff in consequence of the non appearance of the Defendant has proved the Signature of the said defendant by the Declaration on oath of Joseph Caitanno.—

The Court having Read, Heard and duely Considered the whole together with the opinion of the fiscal first Confirms the arrest laid upon the 29th of April last, Condemns the Defendant to pay to the Plaintiff the sum of Sicca rupees Three Hundred Ninety One and Eleven annas well and Lawfully due to the Plaintiff by virtue of a Promissary Note dated Chinsurah 16th October 1798 and declare the Arrested Property of the said defendant to be bound and executable for the said demand finally Condemns the Defendant in all the Costs of this Suit.—

Thus

Sentence IX

Thus decreed and Pronounced in the European Court of Justice at Hoogly in Bengall the day and year aforesaid.—

By the Court

Wednesday the 14th. August 1799.

Sentence X

Decree Between

Rampersaud Day for himself and for Ram Mohun Day deceased His Heir and Legal representative Complainant

and

Thomas Cotton Defendant

Known all Men by this presents that the Court of Justice of this Place have considered the

Sentence X

the Petition of the Complainant by which he represents that having been ordered by the Court to prove the validity of his Claim on the defendant he respectfully Exhibits Five acceptances amounting together to sicca rupees One Hundred and Eighty Eight and four annas, and a Note of Hand for sicca rupees Three Hundred Ninety Six; which Note and acceptances often ineffectually had been tendered for payment. pray the Court to Condemn the defendant in the payment of the said note and acceptances, and order that this payment be made from the Proceeds of the Effects whereon Arrest was laid.— And having Read the said note and acceptances as also the order of the Court dated 19th. of June last written at the bottom of the said Petition by which the defendant was ordered to answer to the Petition of the plaintiff in Eight days to commence after three days allowed to have Sight of the Note &c. and also to take Notice of Trial on the 3rd. of July then ensuing; and having heard the Declaration on oath of the Court Messenger that the Service of Signification was made in due time and also having Read a Letter of the Defendant addressed to the Secretary and Received by him sitting the Court, by which the Defendant states his inability to appear before the Court on the appointed day, which induced the Court to postpone the day of hearing untill 17th. of the said month of July on which day the plaintiff by non appearance of the Defendant has proved the signature of the Defendant by the Declaration on oath of Joseph Salvanno. And also having Heard on this day the

Ob.

Sentence X

Observations of John Battye Esqr attorney for the defendant and the Deposition of Amid Canisahman on the part of the Complainant

The Court having Read, Heard and duely Considered all matters relative to this Cause together with the Opinion of the fiscal first confirms the arrest laid upon the 29th of April last and Condemns the Defendant to pay to the Plaintiff the full Sum of Sicca rupees Five Hundred Eighty four and Ten annas to him as wel as to Ram Mohun deceased, well and Lawfully due as appears by a Note of Hand dated 23d August 1796 and five different acceptances and declares the arrested property of the defendant to be bound and executable for the payment of the said Sum — and finally Condemn the defendant in all Costs of this Suite

Thus decreed and Pronounced in the Europeans Court of Justice at Hoogly in Bengal the — day and Year aforesaid

By the Court

Sentence XI

X

Wednesday the 14th August 1799.

Decree Between Ramcunny Day Complainant and Thomas Cotton Defendant

Know all Men by this presents that the Court of Justice of this Place have Considered the Petition of the Complainant by which he represents that having been Ordered to prove the validity of his Claim on the defendant he respectfully exhibits a Note of Hand amounting to Sicca rupees Two Hundred and Twenty five which Note often ineffectually, had been tendered for payment; prays the Court will be pleased to Condemn the defendant in the payment of the said Note, and order that this payment be made from the Proceeds of the Effects whereon Arrest is laid. and having read the Note thereunto annexed and the Order of the Court dated 19th June last written at the bottom of the said Petition wherein the defendant was ordered to answer to the Petition of the Plaintiff in Eight days commencing after three days allowed to have sight of the note, and also to take notice of Trial on the 3d of the month of July, and also having heard the Declaration on Oath of the Court Messenger that service of Signification has

Sentence XI

has been made in due time; and also read a Letter of the Defendant, addressed to the secretary and received by him sitting the Court, by which the defendant States his inability to attend the Court at the appointed day, which induced the Court to postpone the day of hearing untill the 17th of the said month of July on which day the Plaintiff in consequence of the non appearance of the defendant proved the Signature of the defendant by the Declaration on oath of Joseph Caitanno

The Court having Read the alle. gations of the Parties; Read and duly considered all matters relative to this Cause and also the opinion of the fiscal first confirms the arrest laid upon the 29th of April last and Condemn the Defendant to pay to the Plaintiff the Sum of sicca rupees Two Hundred and Twenty five well and lawfully due as appeares by a Note of Hand dated 26th December 1798. declares the Arrested property of the defendant to be bound and executable to the payment thereof and finally Con„demn the Plaintiff on account of his contemt to the Orders of the Court in the Cost's of this Suit.

Thus decred and Pronounced in the European Court of Justice ..... at

Sentence XI

at Hoogly in Bengall the day and Year aforesaid

By the Court

Sentence XII

Wednesday the 14th August 1799.

Horre Dhor

Complainant

Decree Between and

Thomas Cotton

Defendant

Know all men by this presents that the Court of Justice of this Place have Considered the Petition of the Complainant by which he represents that having been Ordered by the Court to prove the validity of his claim on the defendant he respectfully exhibits Two Notes of Hand amounting to gether to Sicca Rupees

Eight

Sentence
XII

Eight Hundred and Thirty Six, which notes often ineffectually had been tendered for payment; prays the Court will be pleased to Condemn the defendant in the payment of the said notes, and order that this payment be made from the Proceeds of the Effects whereon Arrest is laid. - also having been read the two notes thereunto annexed and the order of the Court dated 19th June last written at the Bottom of the said Petition whereby the defendant was ordered to answer to the contents of the said Petition in Eight days commencing after three days to have sight of the Notes also to take notice of Trial on the 3d of July, and also read the return of the Court Messenger by which it appears that Service of Signification have been made in due time and also read a Letter of the defendant addressed to the Secretary and received by him Setting the Court by which the Defendant States his inability to attend the Court at the appointed day; which induced the Court to postpone the day of Hearing untill the 17th of the said Month of July on which the Plaintiff in consequence of the non appearance of the Defendant on the 31st of the same month proved the Signature of the defendant by the Declaration on oath of Joseph Caitanno.

The Court having Read,

Heard

Sentence
XII.

Heard and duly Considered all matters relative to this Cause together with the opinion of the fiscal first confirms the arrest laid upon the 29 April last Condemn the Defendant to pay to the Plaintiff the Sum of Sicca rupees Eight Hundred and Thirty Six well and Lawfully due as appears by two different Notes of Hand one dated 25th May 1798 and the other dated 26 December 1798 and declare the arrested property of the defendant to be bound and executable to the payment thereof, and finally Condemn the defendant in all costs of this Suit.

Thus decreed and Pronounced in the European Court of Justice at Hoogly in Bengall the day and Year aforesaid

By the Court.

Sentence XIII

Wednesday the 14th. August 1799.

Decree | Between | Juran Pykar Complainant

and

Thomas Cotton Defendant

Know all Men by this presents that the Court of Justice at this Place have considered the Petition of the Complainant by which he represents that having been Ordered by the Court to prove the validity of his claim on the defendant he respectfully exhibits Nine Notes of Hand amounting together to Sicca rupees Three Hundred and Sixty two which notes often ineffectually had been tendered for payment; prays the Court will be pleased to Condemn the defendant in the payment of the said Notes, and order that this payment be made from the Proceeds of the Effects whereon Arrest is laid. - and having Read the notes thereunto annexed and the order of the Court dated 19th. June last written at the bottom of the said Petition wherein the defendant was ordered to answer to the Petition of the Plaintiff in

Eight

Sentence XIII

Eight days commencing after three days allowed to have sight of the notes, and also to take notice of Trial on the 3d. of the month of July; and also having Heard the Declaration on oath of the Court messenger that service of Signification has been made in due time, and also Read a letter of the defendant addressed to the Secretary and received by him sitting the Court by which the Defendant States his inability to attend the Court at the appointed day which induced the Court to postpone the day of Hearing untile the 17th. of the said month of July on which day the Plaintiff in consequence of the non appearance of the defendant proved the signature of the said defendants by the Declaration on Oath of Samuel da Costa

The Court having Read, Heard and duely Considered all matters relative to this Cause, together with the opinion of the fiscal first confirms the Arrest laid upon the 29th. of April last Condemns the Defendant to pay to the plaintiff the sum of Sicca rupees Three Hundred and Sixty two well and Lawfully due as appears by nine

different

Sentence XIII

different Notes of Hand and de-
clare the arrested Property of the
defendant to be bound and execut-
able to the payment thereof;
and finally Condemn the
defendant in all Costs of
this Suit.

Thus decreed and
Pronounced at Hoogly
in Bengall the day and
Year aforesaid

By the Court

Sentence XIV

Wednesday the 14th August 1799.

Decree Between Cochiel Mestrie Complainant and Thomas Cotten Defendant

Know all Men by this presents
That the Court of Justice of this Place have Considered the
Petition of the Plaintiff Cochiel Mestrie in which he represents:
That to prove the validity of his Claim on the defendant Tho-
mas Cotton he respectfully exhibits a Note of Hand amount-
ting to Sicca rupees One Hundred which note often
ineffectually had been tendered for payment to the defendant,
therefore prays, the Court would be pleased to Condemn
the defendant in the payment of the Said amount and
Order that the said payment be made from the Proceeds
of the effects whereon arrest had been laid. And having
read the Note annexed to the said Petition, as also the
Order of the Court dated 19th June last written at the Bottom
of said Petition whereby the defendant was ordered to answer
to the Petition of the Plaintiff in Eight days commencing after
three days allowed to have Sight of the Note and also to take
Notice of Trial on the 3d of the month of July, and also read
the return of the Court Messenger by which it appears that
Service of Signification have been made in due time.

and

Sentence XIV. and also read a Letter of the defendant addressed to the Secretary and received by him Sitting the Court by which the defendant states his inability to attend the Court at the appointed day which induced the Court to postpone the day of Hearing untill the 17th. of the said month of July, is in consequence of the non appearance of the defendant on the 31st. of the same month by the Plaintiff proved the Signature of the Defendant by the Declaration on oath of Joseph Caitanno

The Court having Read. Heard and duely considered the allegations of the Parties and all matters relative to this Cause together with the opinion of the Fiscal first confirms the arrest laid upon the 29th. of April last. Condemn the Defendant to pay to the Plaintiff the Sum of Sicca rupees One Hundred, well and Lawfully due to the Plaintiff by virtue of a Note of hand dated Chinnurah 24th. of July 1797. and declares the arrested Effects of the defendant to be bound and executable to the payment thereof. and finally Condemn the defendant in all the Costs of this Suit.

Thus decreed and Pronounced in the European Court of Justice at Hoogly in Bengall.

the

Sentence XIV. the day and year aforesaid.

By the Court

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Sentence XV. Wednesday the 14th. August 1799.

John Bohne ... Complainant

Decree Between and

Thomas Cotton Defendant

Know all Men by this presents that the Court of Justice of this Place have Considered the Petition of the Complainant by which he represents that to prove the validity of his Claim on the defendant the Complainant respectfully exhibits a Note of Hand to order, duely Executed by the defendant amounting to Sicca rupees One Hundred and Sixty,

endorsed

Sentence XVI.

Wednesday the 14th August 1799.

Decree { Between. } Boddinaut complainant
and.
Thomas Cotten defendant

Know all Men by this presents that the Court of Justice of this Place have considered the Petition of the Complainant by which he represents that to prove the validity of his Claim on the Defendant he respectfully exhibits two Notes of Hand amounting together to Sicca rupees One Thousand Two Hundred and Eleven, which Notes often ineffectually had been tendered for payment, Prays the Court would be pleased to Condemn the Defendant in the payment of the said Notes and Order that this payment be made from the Proceeds of the Effects whereon Arrest was laid. having read the two Notes thereunto annexed and the Order of the Court dated the 19th June last, to answer to the Petition of the Complainant in Eight days to commence after three days allowed to have Sight of the Notes of Hand, and also to take Notice of Trial on the 3th of July; and also read the return of the Court messenger out of which it appears that

Servic

Sentence XVI.

Service of Signification duely has been made, and also a Letter of the defendant addressed to the Secretary and received by him sitting the Court, in which the defendant states his inability to appear before the Court at the appointed day; which induced the Court to postpone the day of Hearing untill the 17th of July last, and also read the minutes of the Court of the 31st of the same month on which day the plaintiff by the non appearance of the defendant have proved the signature of Thomas Cotton the defendant by the Declaration on oath of Joseph Caitanno.

The Court having Read, Heard and duely Considered all matters relative to this Cause also the opinion of the fiscal first confirms the Arrest laid upon the 29th of april last, Condemn the defendant to pay to the Plaintiff the sum of Twelve Hundred and Eleven rupees sicca, well and lawfully due to the Plaintiff by virtue of Two Promissary Notes both dated the 5th of December 1797. the one for sicca rupees Seven Hundred and Ninety three and the other for sicca rupees Four Hundred and Eighteen, declare the arrested property of the defendant to be bound and ex-

ecutable

Sentence XVI

executable for the said Sum, and finally Condemn the Defendant in all Costs of this Suit.—

Thus Decreed and Pronounced in the European Court of Justice at Hoogly in Bengall the day and year aforesaid.—

By the Court.

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Wednesday the 29th of April 1801.

and

Continued until Thursday the 30th of April 1801.

a Court held before Richard Comyn Birch Esqr. Judge, absent Mr. A. J. Bogaardt Fiscal.

Sentence XVII

Jan Carel Bolst

substitute Secretary to the Court of Justice

Requirant

Vesus

The Secretary of this Court Anthony Brand as Sequester administring to the Money which pursuant to an order of the Court has been brought in Sequestration, and belonging to Thomas Cotton, impetrata of a Summon by

Sublet

Sentence XVII

Public Proclamation

Requisant on the One part — together with Balthazar Constantyn Diederik Bouman Attorney for Messrs. Downie and Maitland as having Power of Attorney from the Trustees of Thomas Higgens Joseph Roselje inhabitant of this Place. Daniel Anthony Overbeek Executor in the Estate of the late Michiel Grol. newoudt master Shipwright in this Colonie. John Bohne Tailer. Ram persaud Day native Inhabitant of this Place for himself, and for Ram Mohun Day deceased his Heir and Legal Representative. Horrie Dhor Benian, inhabitant of this Place.

Bolle.

Sentence XVII

Bolleram Sircar.
Lall Mohun mistree.
Munglah Butcher.
Concheel mistree.
Ram Ghose
Iwane Paykes.
Ram Cannay Day.
Buddinaut.
Boncharam Cooper.
Ramho Tailer.
Maria Verisel inhabitant of Chandernagore.
Joseph Caitano writer.
Ram John Cooper.
Moddon mistree.
Sobraatty Hircarrah.
Chamroo Hookaburdar.
Musdien Durwan.
Tidda mater.
Condoo Sice
Rajee Washerman
Ram John Grasscutter and
Martha wife of Louis Cook.

Requisitos on the other part,

all

Sentence XVII

all Summoned to Hear the Pronounciation of the Decree on their Claims exhibited in Court upon the 23th and 30th of October 1799..

By the Court. Having Read and Maturely considered all matters relative to this Case, likewise the opinion of the Fiscal. Concurring in part and differing in part with the said opi„nion considering the declared inten„tion of Thomas Cotton that the Estate should be administered for the Benefit of all the Creditors, That no regular Cessio Bonorum has taken place, but a mere desire that arrested pro„perty should be administered by the Sequester; in Consequence of which no application either of the Law of Insolvent Estates or of Estates of deceased Persons can with Justice be made.. It is declared that no priority can be allowed, except the right of the Mortgagee. It

is

Sentence XVII

is therefore Ordered that the Claimant on Mortgage Balthazar Constantyn Diederik Bouman qualitate qua be allowed the amount of the Property specially mort„gaged; deducting the Expences of the Sale but as the whole of the Property mort„gaged is the representative of the debt, B. C. D. Bouman is declared 99 preferent for the amount deducted. Declaring further Preferentia to all the Judicial Costs, as well those in„curred by the Claimants to prove their Claims, as those incurred on account of the Concursus Creditorum. And for the rest all the proved Creditors are admitted in con„currentia to share pro rato. viz. Balthazar Constantyn Diederik Bouman 99 with the amount of Sicca rupees Two Thou„sand Two Hundred Twenty Eight Fourteen ana and Eight Ge: being the Balance due to him as appears

out

Sentence XVII

out of the Papers produced to the Court ; having deducted from the whole demand Sicca rupees Four Thousand and Nine Hundred or the amount Sale of the House mortgaged, for Which the said Bouman is declared preferent with the expence of the Sale : marked Lr G. Nos 1. 2 & 3 with Costs. —

Joseph Rosely with his demand amounting to one Thousand Nine Hundred Ninety Eight rupees and Eight anas, with the thereon accrued Interest well and Lawfully due as appears out of a Decree obtained in his favor dated the 14th of august 1799. marked Lr H. No 2 - fum expendis. —

Michiel Groeneworudt with his Claim amounting to Three Hundred and Twenty six rupees with the thereon accrued Interest well and Lawfully due as appears out of a Decree pronounced by this Court in his favour, dated the 14th of August 1799. marked Lr H. No 3. with the Costs. —

John

Sentence XVII

John Bohne with his demand of Two Hundred five rupees and Eight ana sicca, well and Lawfully due as appears out of a decree obtained in his favour dated the 14th of August 1799. amongst the proceedings, marked Lr K. —

Ram persaud Day for himself and Ram mohun Day deceased with his pretention amounting to Five Hundred Eighty four rupees and Ten ana sicca Truely and Lawfully due according to a Decree exhibited by him in Court to be find amongst the Papers of the proceedings, marked N. Lr K. with the Costs. —

Horrie Dhor with his demand of sicca rupees Eight Hundred and Thirty six, a True and Lawfull Claim as appears out of a Decree of this Court exhibited by him, being amongst the papers marked Lr Z with Costs. —

Bolleram sercar with his Claim amounting to One

Thousand

Sentence XVII.

Thousand and Seven Hundred rupees with the thereon accrued Interest. well and Lawfully due according to the tenour of a Decree pronounced by this Court in his favour, to be found amongst the proceedings, marked Lr H. No 3. cum expensis. —

Lall Mohun Mistree with his demand amounting to One Hundred rupees, with the thereon accrued Interest. Truly and Lawfully due according a Decree of this Court, exhibited to be found amongst the proceedings marked Lr H No 4 with Costs. —

Mungla Butcher with his pretention amounting to One Thousand Rupees sicca. well and Lawfully due as appears by a Decree given in this Court in his favour and exhibited by Him to be found amongst the documents of this Suit, marked Lr H No 6 cum expensis. —

Conchell mistree with his pretension amounting to sicca rupees

one

Sentence XVII

one Hundred. Lawfully due according to a Decree given by this Court in his favour and exhibited by him to be found amongst the vouchers of this Suit, marked Lr A. A. with Costs. —

Ram Ghose with His demand amounting to Three Hundred Ninety one rupee and eleven ana sicca. well and Lawfully due as appears out of a Decree of this Court exhibited by him, to be found amongst the documents produced in this Suit, marked Lr S. with Costs. —

Juran Pykar with his Claim amounting to sicca rupees Three Hundred and Sixty Two. Truely and Lawfully due according to the Tenour of a Decree given by this Court in his favour exhibited by him the said Juran Pykar to be found amongst the vouchers delivered to the Court in this Suit, marked Lr Y.

Ram Canny Day with his pretension amounting sicca rupees Two Hundred and twenty five. Lawfully due as appears

out

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out of Decree pronounced in this Court in favour of the said Ram Canny Day and exhibited by him to be found amongst the documents produced in this Suit marked Lr W with costs.—

Boddinaut with his demand amounting to Sicca rupees Twelve Hundred and Eleven well and Lawfully due as appears out of a Decree given by this Court in his favour and produced by the said Boddinaut to be found amongst the vouchers marked Lr R. cum expensis.—

Boncharam Cooper with his pretention amounting to Four Hundred and Sixty four rupees Sicca well and Lawfully due as appears out of a Note of Hand dated Chinnurah the Twentieth of November one Thousand Seven Hundred and Ninety Eight with the Interest thereon accrued. to be found amongst the vouchers. marked Lr O. with the costs.—

Ramho Tailer with his Claim amounting to one Hundred and Thirty rupees and one ana Sicca, well and Lawfully due as appears out of a Note of Hand dated the Eight

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Eight of February one Thousand Seven Hundred and ninety nine. to be found amongst the vouchers, marked Lr N. Cum expensis.—

Maria Verisel with her demand amounting to Two Hundred Thirty five rupees and Eight ana, deducting Sicca rupees Fifty, which appears out of the proceedings have been paid in part payment of the above amount; consequently a Balance left of One Hundred Eighty five rupees & Eight ana Sicca, True and Lawfull due, vide voucher Lr I. Nr 2 & 3. with costs.—

Joseph Caitano with his pretension of Ninety One rupee and Eight anas. Lawfully due, as appears out of an account Currant, to be found amongst the documents of this Suit, marked Lr M. with the costs.—

Ram John Cooper with his Claim amounting to Thirty three rupees and Eight anas Sicca. well and Lawfully due. vide Voucher Marked Lr E.E. Cum Expensis.—

Moddun Mistree with his

Fee.

pretention amounting to Sicca rupees One Hundred and Twenty five, well and Lawfully due as appears out of a Note of Hand dated Chinsurah the Twenty Sixth of November one Thousand Seven Hundred and Ninety Eight vide voucher marked Li. W. cum expensis.—

Sobratty Hirrarrah with his demand amounting to fifty three rupees and nine anas Sicca, well and Lawfully due as appears out of a Note of Hand for Sa. Rs 32.9. dated the 24th of November 1798 in favour of the said Sobratty: and a Note granted to Hyder Kismeetghar transfers to Sobratty aforesaid amounting to Rs 21.— vide voucher marked Li. L. Nos 1 & 2 with the Costs.—

Chamroo Hookaburdar with his demand, amounting to One Hundred and thirty nine rupees and Twelve anas. well and Lawfully due vide voucher mar. ked Li. C.C. Nos 1 & 2. cum expensis.—

Moosdeen Durwan with his claim amounting to Twenty two rupees and Twelve ana Sicca. well

and

and Lawfully due as appears out of a Note of Hand dated the first of march one Thousand Seven Hundred and ninety nine, vide voucher marked Li. D.D. with the Costs.—

Tidda Mater with his demand amounting to fifty four rupees. well and Lawfully due as appears out of a Note of dated the Twenty third of January One Thousand Seven Hundred and Ninety nine. vide voucher marked Li. T. cum expensis.—

Cando Sice with his Claim amounting to fourty rupees and Twelve ana Sicca well and Lawfully due as appears out of a Note dated the Eight of march one Thousand Seven Hundred and Ninety nine vide voucher marked Li. V. cum expensis.—

Ram John grascutter with his Claim amounting to Thirty Seven rupees and four ana Sicca. as appears out of a Note dated the 8th of march 1799. vide Voucher marked Li. B.B. with Costs.—

Rajee washerman with his Claim amounting to Eighty One

Rupee

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rupees a Balance of Rs. 216. well and Lawfull due as appears out of a Note of Hand dated the 23th. of January 1799. vide voucher La. 1. with the costs. — and

Martha wife of Louis Cook with her Claim amounting to Sa. Rs. Fifty four well and Lawfully due as appears out of a Note dated the 23th. of January 1799. vide voucher marked La. 2. cum expensis. —

Thus decreed and Pronounced at Chinsurah in Bengal this Thirtieth day of the month of April one Thousand and Eight Hundred and one