List No II
Item (L)

Register of Dutch Records in charge of the Registrar & Secretary
Received the 13th, 14th, 15th & 16th of July 1825.

2/1712A


3
1712 A

no [illegible] at a period long subse[illegible]
[illegible] stated he had quitted his service
[illegible] perusal of those Books proved that he [illegible]
[illegible] monthly pay as Gomastah in 1193 and
[illegible] to the last of Chaste and the plaint of Plf. [illegible]
for Bal[illegible] of acco[illegible] up to Agon of 1194
The Accounts are opened in Plfs. Boo[illegible] in the
name of Deft. himself — His Gomastah [illegible] Nilcay
Chwin & Moorelly —
Deft. to produce those accounts —
Plf. states that the accounts are opened [illegible] name
of Deft. for several years previous and that Deft. Gomastah
were Nimay Chwin & Moorelly.
Let the plf. prove regularly the nature of the
Arbitration Bond and its existance and in failure
of this to proceed de novo in the Merits of the Cause —
24th Augt. 1801
J. W. Birch
Dr. Commr.

~~[illegible]~~
Plf. writes [illegible] to Wuzeery Mull in Calcutta
for his reply [illegible] to the Magistrates of the
Town of Calcutta [illegible]
An[illegible] from the Magistrates received 18th Jany 1801 —
Wuzeery Mull answers received, he proves the
Arbitration agreement signed by both he also [illegible]
that in lieu of Bustom Chwin Seel Neera [illegible] was
appointed by both that they sat and examined [illegible] all
[illegible] awarded against the Deft. the Sir[illegible]
[illegible] after [illegible] enquiry — that

no other but but merely concerns
pll and Deft and that the Sum they
appeared to them justly due by Deft to pl

Recd 18th Jany 1802

The Company's Regulations must be
search[illegible] ascertain how far such private
Arbit[illegible] is binding upon parties when no
penal[illegible] inserted in the Bond

18th Jany 1802

By the 16 Regulation
9th Chap.

J. W. Birch
Dt C.

No report of arbitrators can be set aside by a Judge but on oath of two
respectable witnesses proving that the Arbitrators had received
Bribes

26th Jany 1802

The word no report — ~~for~~ contradicts
~~that this~~ (as Deft asserts) only applies to
publick arbitrations named in Court. this
in my opinion applies to all arbitrations

J. W. Birch

By the Depositions of Barstow Churn
[illegible] and Wyzeer ul Mull it is [illegible] proved
that Wyzeer ul Mull and [illegible] Seel were
appointed arbitrators by the parties [illegible]
Barstow Churn Seel left the arbitration to go to
[illegible]orshudabad that the parties again appointed
Piria Mull in his room as arbitrator such
arbitration award cannot be set aside — They
signed the report which is [illegible] by reference for
the Sum [illegible] 3910 rs 11 d due by [illegible] Pl. 7 July 1804

J. W. Birch

...ntif petitions for Interest on the
...ral to the Amount thereof - the
Award having been given 10 years ago on the
26th of Bhadon 1199 B.S. The Interest would
amount to more but the regulation allowing
only ~~due~~ to the Amount of principal he
prays for the same —

granted - making together
principal 3910 " 11 and Interest 39[illegible] —
making together L.R. 7821 " 6 — due by Deft
to Plf — and Costs
7th July 1804

J. W. Birch
Sr. Commr.

1246 – Minutes

Samuel objects to the Report made by the & states some Articles agreed to by plf – part of tomorrow to the Duftah Khanah & examined by Acco

20th June 1801 –

The Accoⁿ have been examined by parties and signed by the – on which Accoⁿ I have signed confirming the said [illegible] – both parties acknowledge [illegible] in signature Deft [illegible] to his own Debt of 272 " 14 R – d – the Deft – Jenny [illegible] Samuel together 29 " 15 R – a – Decrees accordingly –

3d Augt 1801

[illegible]
Dr Commr

7/1712A

[illegible] No 1308 D. A.

[illegible] produces several receipts for various sums all under the name of Mr Blume by the Defts these sums the Plf states never entered into Mr Blumes Acct & Plf states that he will petition to have Mr Blumes Book searched to prove the same —

Deft states that in only the Plfs concerns [illegible] with Mr Blume direct but the Plf actually took [illegible] letter acknowledgements from Mr Blume for paym[illegible] Interest upon the Balance due by him to Plf —

Let the Plf extract from his Books [illegible] Acct as stand in the name of Defts and let him petition that the Books of the late Mr Blume be searched whether the several sums are credited to Mr Blume or not

23d Sept 1801

Deft states that Plfs concerns with Mr Blume were very extensive that he had received many Hoondies on Mr Fairlie &c that he had nothing to do with it but as gomastah to Mr Blume —

Plf says that when Mr Blume was very ill he wanted to go [illegible] & that Deft said do not go now that he wanted to stop a [illegible] of Mr Fairlies but that Deft [illegible] this is all proof that Plfs claim was from Mr Blume and not from Bernarain as Mr Fairlies Deft was not in favor of Bernarain — therefore unless the Plf [illegible] prove what he asserts in his plaint viz: that [illegible] said he would pay him what Mr Blume [illegible] the plaintiff must be nonsuited

18th Jany 1802 —

Plf. calls —

Procosuttom Seel

This witness is often visited by Insanity and there cannot be examined

24th March 1802

9

Sadoo Churn Day

Sworn —

I was se[illegible] by plf to Bernarain and his Brother after Mr [illegible]mes Death to ask for the Money owing to plf [illegible] Mr Blumes Acct I asked them separately sometim[illegible] Bernarain and sometimes his Brothers and they answered both at different Times the Accounts are not yet settled with the Attorneys when they are ~~[illegible]~~ ~~[illegible]~~ [illegible] I shall receive and so will you and tell him not to make haste

Deposition taken Minutely in Bengally

Qr Did Defts at any time actually take upon themselves before you the Debt owing by Mr Blume or not —

A. No they never actually took the Debt upon themselves but when I went to the Attorneys of his Estate they replied that in Mr Blumes Books there were [illegible] the Debit or Credit of Plf in Mr [illegible]mes current Books that he had concerns of lending [illegible] at Interest [illegible] Blume which were separate but this [illegible] was current Expences

8/1712 A

2d by Deft

2d when you asked Mr Blume in his life time for this Sum for Plf what did he answer?

A. I never applied for this which was [illegible] but for [illegible] Sums on Interest

not the plf though you take an agreement from Mr Blume for Interest on the Current Expences

Ans never —

Sworn before me

24th March 1802

J. S. Birch
Dt C

Noondoo Paul sworn

27 Did you ever hear Deft take upon himself the Debt of Mr Blumes for which plf has sa[illegible]

Ans no never —

27 did plf ever send you to Deft to claim this Money

Ans yes often I knew the cattah was in Mr Blumes name when he was very ill plf sent me with money for his expences received from Mr Bavilie I went with it but hearing from Deft that Mr Blume was very ill I hid the money I returned with it to plf I heard that the money had been afterwards paid but how I know not

27 by Plf after Mr Blumes death were you not sent to demand it

Ans yes [illegible] Deft [illegible] when Mr Blumes accounts are cleared you will receive and I shall receive —

Sworn before me

Ramsoonder Bossoory 26th July 1803
Sworn

J. S. Birch
Dt Comm

When a Bill came up from Mr Bavilies in favor of Mr Blume plf wished to deduct from it the amount from him to [illegible] but Deft repeatedly requested that he would not but [illegible] in the name of Mr Blume [illegible] that he was very ill [illegible] requesting he would

not take the amount from that Bill as concerns would suffer for it —

Sworn before me
26th July 1803 —
J. Birch
D. C.

Deft. says that plf took an agreement from Mr Blume himself for this sum and y Interest on it — plf asked if he ever took such an agreement answer[illegible] and produces it — It is an agreement of Mr Blumes and signed by him agreeing to pay Interest [illegible] 12 ac. Pcent — This clearly nonsuits the plf by proving that his dealings were direct with Mr Blume and not with Defts —

Plf is nonsuited

26th July 1803
J. Birch
D. C.

9
1712 A

minutes No. 9 9 -

Q. to plf in whose Hands are the Books of Accots belonging to you -

13

Ar. In the Hands of Kanay Seel & Rada Canto Seel

Q. is Kanay Seel your Gomastah or who is he

Ar. Kanay Seel let me a House to carry on a Shroffs Business -

Q. Gave me the Accots to remain in his Hands

Ar. when my House broke the Books were stopped by Kanay for rent and settlement of Accots - he kept them himself -

Q. who is Rada Canto

Ar. He was a Gomastah of mine I have made him a Witness because he knows the Accounts -

These answers to be joined to the questions of plf and on the part of the Court the Magistrate to be applied to to ascertain why the Books were stopped in the Hands of Khanay and whether he would not have delivered them on plfs application

10/1712 A

1st Dec 1827

[illegible]

Answers received from the ~~Magistrate~~ Judge [illegible] of Moorshedabad containing the Deposition [illegible] of Kanay Seel and Rada Canto Seel - both declaring that the papers were not stopped by them but that they willing would have given them up on any application on the part of plf Rada Canto swears that the plf were wrote to him let the papers remain in Kanays Hands - thus plf had

brought an Action against a person so far back as
31st August 1799 while the proof of any existed was
within his reach from his own Books and that at no
Distance only a [illegible] mons and [illegible] while by the Depositions
it [illegible] that Ranays claim for rent was only 20 Rs
and during this period pbf has detained the Deft from
all his concerns and unable to give Security remained
in Jail from the 31st of August 1799 to the 27th March 1800
when he found Bail and was released from that period
to this pbf has always ascerted that the Books were
Seized and that he could not produce them while
the Depositions of the very persons he names prove
that he might at any time have had them. I cannot
any longer con[illegible] such a Suit on the Books
Ordered [illegible] that the Suit be struck
out of the Books

[illegible] March 1812

J. [illegible]
[illegible]

No 1232

Him 10 Rs. more making 50 Rs. I asked what he had borrowed the money for he said he would do some Trade with the money and [illegible]

15

Sworn before me
18th Jany 1801

Deft has no answer

J. Birch
Dr Commiss

Dec for Plf

18th Jany 1801

J. Birch
Dr Commiss
for Chinsurah

11/1712A

No 1196 minutes

Papers received from Arbitrators

And plf calls witness Hurry Deft calls Lallor Mistry

and plf to produce the Tammasooks mentioned

in his plaint — 22d Feby 1802 —

petition and answers read

Plf produces the Tammasooks — 24th March

No 1 One is a mortgage of Hurry Chinnah Walla to Deft

for 21 Rs &c

No 2 Is a Tammasook of Hurrys to Deft — for 10 Rs

No 3 Is an acknowledgment of Hurrys also to Deft — for

9 Rs 4½ Ans

Plf states that Deft lodged these papers in his Hand

and borrowed money on them

Deft denies but says that plf took upon himself

the Debt of Hurry and paid him the amount that

Hurry is his Debtor and Deft wishes Hurry and Lallor to be

called ordered 24th March 1802

Hurry is not to be found — an Istyhaar ordered on

his property to appear in 15 Days — or his garden will be

sold — plf [illegible] that the garden is not in Chinsurah —

that it is in Hooghly

Plf in his petition states that he paid to Deft — 30 Rs —

and that Deft was to have caused to be written by Hurry

a mortgage of the garden to Plf — that on this agreement

Deft lodged the papers of Hurrys Debt to him in plfs Hands —

Deft replies that he transferred the Debt to plf of Hurry & had

no concern any further with the business. That the Deft should not have caused Hurry to write the Mortgage when there was 10 Rs still due from Plf to Deft. The Debt of Hurry to Deft being 40 Rs 4 as Plf to prove the Terms on which he lent the or gave the Money to Deft.

5 April 1804

Plf produces an account which he says was written Defts mhorir Moonshy Thyzoo in which the word are mentioned on Mortgage of 4 Tomasooks this account if proved is conclusive for it would have been stated on (Borant) Transfer if Plf was to have sought his demand from Hurry. Plf to call Moonshy Thyzoo or prove his writing as well as that he was Gomastah to Deft. 26th July 1803 12/1792A

It is proved that Deft never made the Notes over to Plf by their not being indorsed by the Deft to Plf's name. Plf could not demand the amount of the Notes untill Deft had transfer them by indorsement to Plf. They can only be considered as lodged with Plf as security for the Money taken by Deft for his own use. Plf's Acct amount to 49 Rs in which is an Article of prop 19 Rs which must be struck off Debt wd remain 30 Rs Deft agrees to 26 Rs the dif is 4 Rs in the price of cloth. Deft produces and Acct by which he claims on other Accts from Plf 16 Rs for Medicine & 4 Rs for a Box. Plf wakeel denies having received the Medicine or the Box but Plf wakeel says he will obtain a positive Acct from his principal. 29th Septr 1804.

Plf says that he did receive a Box but at the price of 2 Rs instead of 4 and no Medecine whatever — Deft to prove the delivery of the Medecine & the price of the Box — 23d Febr 1805

Deft produces an acct by which he furnished amt to 27 R 9 A 5 P with the names of the persons he sent them by — Plf says he never received any one article of the Medecine the persons to be called who brought them to Plf — 3d July 1805

Deft takes out Subpoenas

Depositions of Defts witnesses read — 15th July 1805

He proves the delivery of some Medecines — but not the value — Plf cannot prove that the Box was only 2 Rs value — therefore Deft must be allowed 4 Rs for the Box

Deft calls to proof of delivery of Medecine

Mizer Ally Sworn —

I have delivered Medecines from Defts House to Plf. I am Defts (pallah Betah) adopted son I call him Father — I delivered Medecine 3 times at Plfs ~~House~~ and 4 times by his Servant Harry

This Witness proves delivery of 7½ worth of Medecine and the 4 Tollahs brought by Noor Mahomed Hazam of Shekakool — was of the price of 4 Rs 1 R each Tollah — Deft has not sold for less —

This Deft is allowed 11 Rs 8 As on accot of Medicines 4 Rs on accot of Box & Plf not having yet brought one single witness to the 4 Rs difference in the cloth accot therefore the 4 Rs is not allowed to Plf from 20 Rs due by Deft to Plf — deduct Medcin 11 " 8
Box — — 4
15 " 8
10 " 8

Decr — for Plf — for Ten Rupees and Eight Annas — & costs in proportion — —

19th Feb 1806

J. J. Birch
Dr Commiss.
for Chinsurah

19

13/1712 A

No. 1388 –

Plf. in his [redacted] petition says that he claims from Deft – 3 Rs. on account of cloths and 6 Rs. for pearls – Deft. says he has sold the Cloth for 3 Rs. 8 as. and the pearls for 9 – while Mr. Kojah Jann proves the pearls were bought by him for 10 Rs. 8 as. Deft. calls himself a Dolaul

Pearls 10 " 8
Cloth 3 " 8
14 "
Plf had received 8
Bal. against Deft – 6 Rs. – which Deft is ordered to pay to Plf together with Costs – Deft further fined 16 Rs. for his Fraud and to received 15 Shoes –

17th April 1802

J. Birch
D. C.

21

14/1712A

No. 1363

But Deft. says he has received money from Johor Horry since & wrote to him [illegible] promising [illegible] it he says that [illegible] became [illegible] he would no longer [illegible] Johor Horry

was [illegible] of [illegible] Johor Horry [illegible] paid and is not included in the [illegible] Deft says he can prove that he has received more [illegible] deniers ever having paid 5 Rs on acct of this rent as set forth by plf — plf says he can prove it and Deft also to prove what he asserts plf has received from Johor Horry that the same may be deducted from the rent claimed by plf

13th Augt — No 2

There was nothing found in the House which was opened in the presence of the Cutwal and Neighbours who have signed the report

Johor Horry is now in Chinsurah and says he took the House ~~from~~ through Nundoo lal Baboo at 10 Rs Dm for 2 months and afterwards at 8 Rs & paid the whole rent to Nundoo lal Baboo who gave me Gowolchunds Rt for the rent to produce Gowolchunds receipt which will release the Deft immediately

22d Nov 1803

[illegible]
D. C.

Pf — says he delivered the key of the House to Deft — on the 11th Jute 1207 B.S.

He received rent from Nundoolal Baboo down to 32 Assar — 1207

Nundoo lal Baboo called — 23d Feby 1803

15/1712 A

Nundoo Lal Baboo appears —

Defts. Wakeel insist that Nundoo Lal Baboo make oath ——

The court orders that instead of an oath the witness sign a Kussum Namun Siri Siri permanu — witness to sign the Depo: before me — 22d Nov — 1805

Depon. signed 25th Nov. ~~& read~~ in Court —

Plf. ordered to produce his Books of the year — 1207 —

And queries to be sent to Lalla Gohur Hovry how long he remained in the House after the 11 Choite 1207 & when he went away to whom did he deliver the Key —

27th Feby 1806 —

Settled by parties
8th Augt. 1806

J. B. Birch
Dr. Comm

No 1432

Deft [illegible] says Weston [illegible] he [illegible]
commenced an action but by [illegible] letters
produced in court dated 5th June 1802 it is clear
no action was at that time instituted against the
Cotton also the note was then [illegible]
3 near 4 years thus by the connivance of
Rampersand [illegible] koor the unfortunate creditors
Chinsurah [illegible] out of their money
for the [illegible] for rope &c for the
repairs of the offices at [illegible]
have been first paid had Rampersand Takoor
[illegible] amount before the court of Justice
[illegible] letter produced by Deft proves that
[illegible] of Hand in his own name
and [illegible] took upon himself the debts
He could not properly sue the cotton until he
had paid the money to the creditors

Decree for plf 21st July 1[illegible]

[illegible]

for Chinsurah

16/1712 A

accounts are up to 25 a.p.m.

This makes 2 Rs on Balce of Arsd [illegible] 2 Rs for
[illegible] & don this makes 14 Rs [illegible] pl[illegible] to prove
[illegible] remaining 8 - Plf - says he earned [illegible]
take the 14 Rs on Decree

Decreed accord for Plf [illegible]
& Cost

26th Augt 1803

[illegible]
Commr

77

17/1712 A

29

10
1712 A

[illegible]

Deft. [illegible] that plf. produces his Journal

12th Sept. 1803

[illegible] Sing Ammeen

[illegible] to examine Plf Books & report in 15 [illegible]

[illegible] Nov. 1803

[illegible]

Plf. presents to the Ammeen the Book of six years only from 1200 to 1206 the note is of 1197 the 7th of pose — Deft. states that in the intermediate years from 1197 to 1200 Plf. had Carbar and should produce those Books as well as the subsequent ones Deft says he can prove it — Plf denies any trade in those years — Deft to prove such Trade after such proof Plf to produce the Books of that Trade or his Suit will be dismissed

28th Jany 1804

Deft. names Four witnesses called 2d April 1804

Deft. produced Four witnesses Bindabun Bhor punchanan Dotto Durgaram Dass, Mo[illegible]ram Connoo

They declare that they have had no concerns with Plf. for the last 9 years but for 11 years before that Plf. had every year concerns in Trade with them —

Plf ordered to produce the Books of the years demand [illegible] Deft. as his Trade in those years is proved or Suit will be dismissed 3d April 1804 [illegible] name Arbitrators [illegible]

Minutes

No 1435 –

Plf. produces a Hand Chitty which he states was formerly in the name of Defts Father & which Deft afterwards altered 31 own but this Hand Chitty contains the Words Satisfied which proves the debt to have been original but Defts Father died a Bankrupt & Deft himself gave up all claim to his Fathers property which was sold for the Benefit of his Creditors Plf must therefore prove that Deft borrowed as he states this money after his Fathers Death on his own Account & made himself personally answerable – 12th Sept. 1803

Plf presents a petition in which he states that Deft took upon himself all Debts of his Father by keeping his Shop open many Months after his Fathers death & signing his own name to the receipts &c – if his Father (whose Estate he was well acquainted with) was a Bankrupt he should at his Death have given up all property but he cannot refuse to pay debts that he made his own by keeping open the concerns for several months and settling with some & borrowing from others –

Deft to answer this petition in writing –

24th July 1804 –

Answer received 15th Nov.

19/1712 A

& [illegible] paid 50 Rs under this accot after [illegible] Fathers Death — in 1207 — 28th Jointy his Father died in Choite 1206 —

Accots ~~of all~~ of Deft in Plfs name read of which in 1206 in Choite B.S. 616 Rs 14 a. 1 P. is credited this is ~~long~~ Twenty Days after his Fathers Death which Deft as above stated was in 1206 — after this 26th Bysaak — from Purchasers Mukergea in Plfs credit 362 .. 12 — and on the 11th Jointy 200 Rs an other for 43 and an other for 101 —

Deft in his answer states himself that at the time he settled plfs accots and received the sums above mentioned after his ~~plfs~~ Fathers Death the House was not Bankrupt —

We of course then is the Bankrupt and not his Father and answerable for all Debts of the House and most particularly of this Debt — the Want Chittah of which after his Fathers Death is signed by him and ~~the~~ a great part of the Sum actually received by him —

Decree for Plf — for the Principal credited in the Defts Want Chittah Interest to be afterwards examined —

15th Nov 1804

J. W. Reich
Dy Commiss.
Fn Clims 2

No. 1418 - Minutes Cont'd

Report of ~~Arbitrators~~ Ann —

B. Number & p by consent of p —

Ann en to be called — 20th Feby 1806

33

Annexes report is very proper —

and is confirmed - Defts own Dept ~~[illegible]~~ 13..8

for Calcy Lall sect 12..8

6 Rs —

J. H. Birch

Dt Commiss

27th Feby 1806

and costs - accordingly —

Plfs petition for Interest which cannot be allowed as the Transactions are on open Accot for cloths — 27th Feby 1806 —

20/1712A

Minutes

No. 1448

35

Report of the Hooghly ~~molnsy~~ moonsiff active

He states that Plf brought his [illegible] before him through Daraysuttoollah his mochar. The moonsiff further sends the Depositions of ~~[illegible]~~ Rabcharry Dass – Soteragit Dass – both moving not only that Deft was Plfs ~~gomastah~~ mochar it received the amount of the Decree forgiving [illegible] Plf produces the Decree with Defts [illegible] pon it –

Decree for Plf for the Amount of the [illegible] 36 Rs and Interest from the date of the [illegible] to this Day and double costs

[illegible] Septr 1803

[illegible] Birch

[illegible]

[illegible]

21/1712 A

Deft said I cannot now but from this Time whatever I can collect I will pay you — at an other time he said I have spent a good deal of my Brothers (your Father) now give me a little to take me to Bindrabun & I will make over all my property to you — this was about 5 a 6 years ago

Deft asked if he has any 2 yrs to put [illegible]

Signed Sir Sir permann before me

10th Nov 1800

J. Birch
Da Comm

4th Dec 1800

Plf produces Defts Accts and Defts late Gomastah Poddo Lochim Barogeah appears

In the Day Book No 1 (Roze namma) of 1191 B.S. on the 27th of Assan

The Deft Debit [illegible] self to Mr Peter Powson by the Hands of Plfs [illegible] the Sum of 4000 Rs to run at Interest at 12 P.C. A.P. Ann —

22/1712 A

Poddo Lochim [illegible] Deposition [illegible] permann [illegible] consent of [illegible]

and

Def

2 [illegible]

Ac [illegible]

In

Mr Powsons [illegible]

Powson [illegible]

[illegible] 10 Rs and [illegible]

other Boo[illegible]

Deft own Boo[illegible]

Poddo Lochim [illegible]

[illegible]

[illegible]

2 Rs [illegible] you [illegible]

Mr Verbooms requested to produce [illegible]
[illegible]sons accots that it may be proved by
[illegible] whether plfs Father [illegible] borrowed any
[illegible] sum from Mr Powson [illegible] he paid
the whole or any part of [illegible] Debt of £1000 [illegible]
to Mr Powson [illegible] 20th March 1801

Mr Verbooms reply received the 16th July 1801
saying that Mr Powson not known either to write
or read has no accounts of any kind concerning plf
or Deft. what ever sums plaintiff borrowed were paid by plf
16th July 1801

Plf states that he closes here his proof
23 Sept 1801

Deft demands Subpoena [illegible] witness
ordered 29 Sept 1801

Deft attempts to again call [illegible] Chund Kundoo
[illegible] when he formerly [illegible] his [illegible] depo[illegible] on the
[illegible] his [illegible] both asked
the [illegible] the
[illegible] ove again
[illegible] was to have
[illegible] with Deft. to
[illegible] was made and
[illegible] elf and paid it
[illegible] ove [illegible]
Decree for p[illegible] lf
[illegible] ved from [illegible]
[illegible] sul [illegible]

N-1157 23/1712 A 39

I heard the plf say it was Interest on 21 Rs —
I did not see the money Lent but I heard both Plf &
Deft say it was 21 Rs — Sworn before me 31st of Octr 1800 [illegible]

Plf ordered to produce his Accots Books &
Deft to produce his Hand Chitties —

In plfs Books in his own hand writing there is an
Entry of 21 Rs lent to plf on Interest which Interest
amounts to 3 & 2 Cts ⅌ month and Plf says he
has witnesses that Defts agreed to pay him the
principal and Interest in poos last —

It appears odd that while these Defts owed
him 21 Rs and 6 & 8 in poos last and did not pay
him according to the agreement he states that he
should in March last have brought an action against
one of these Defts for 1 Rs which suit was Dismissed
with double costs — without his having then
mentioned one word of the 21 Rs and 6 & 8 which
the present Defts owed him —

The Plf has no paper [illegible] ened
by Deft the entry in his o[illegible]
Plf is asked if he has any [illegible]
21 Rs to Deft on Loan at [illegible]
the Accots between [illegible]
Deft produces [illegible]
is made of the 21 Rs [illegible]
Sham [illegible]
I know nothing [illegible]
10 or 11 months ago [illegible]
2 Rs do you undertake [illegible]

Plfs. but plf. would not accept the Transfer —
Thus two said it was on Acco^t of Interest — I did not
[illegible] hear how much the principal was — but at other
times I heard the Defts both say it was 21 Rs — Jaggomalm
[illegible] other time took me to plfs and said to plf — you
[illegible] brought an action against my Mother but I will go
[illegible] with your Business put the Money I borrowed on
the Trade Acco^t and give me a little more for my expenses
on my Daughters ceremony (of 1st feeding [illegible] Child) plf. took
out some money but whether he [illegible] him or not I do
not know — Sworn be[illegible] me
10th [illegible] 1800 J. J. Birch
Dr

Plf. asked whether he lent [illegible] money then he answers
No —

It is asked whether the Plf. asked him ever for
Interest on any Sum entered in the Haut Chitty —
Ans No I never gave any when we had any Dispute
Plf. used to say I will take the principal and Interest
from you —

[illegible] Sworn

Mr Shop is [illegible] to plfs — I heard the two Defts
[illegible] making out [illegible] an Interest
[illegible] at ½ anna [illegible] ~~[illegible]~~ [illegible] month
[illegible] heard that this was Money lent —
This money was lent about 2 years ago —
Sworn before me
10th Dec 1800
J. J. Birch
Dr Comm

[illegible] thers
[illegible] the Entry is made

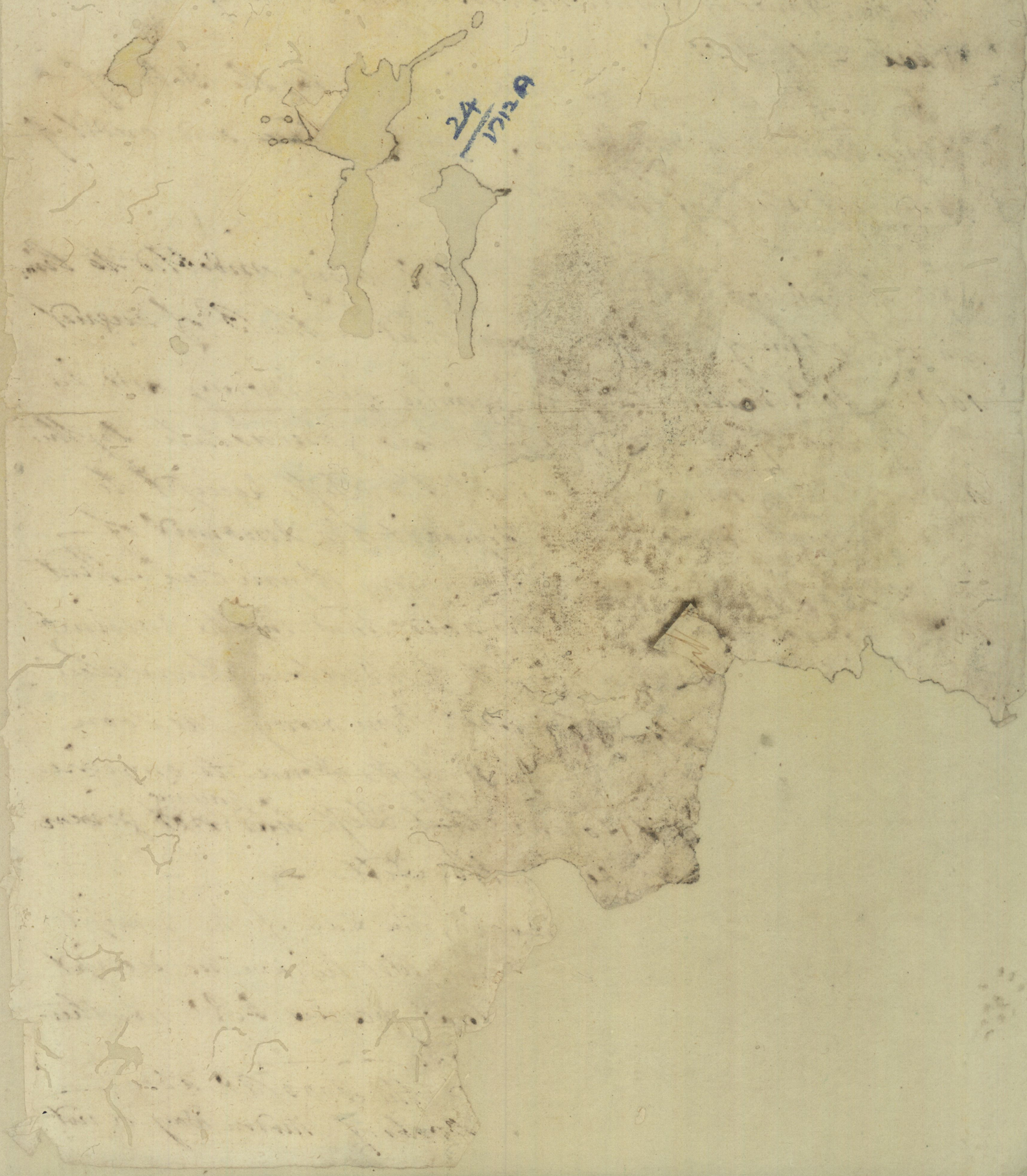
[illegible] the Interest on it
[illegible] of Acco^t Haut Chitty is

5 " 7 Ac which together with the principal 21 [illegible]
Interest at 12 [illegible] Ac: deducting therefrom 7 Ac paid
and the Interest therefrom together with Costs by
Deffs

41

10th Decr 1800

J. W. Birch
Dr Commr



Minutes

No 1184

Modon Days Gomastah

Modon Mohun Bose —

produces the Journals of his House —

In 1203 an Entry is made to the Debit of Hadgee Rehim by the Hands of Ramtono Bose and credit of Bodinant Seel — of 1000 Rs

In 1204 — 14th Mang — an Entry is [illegible] to the Debit of Hadgee Rehim by the Hands of Ram[illegible] Bose and credit of Bodinant Seel — of 1000 Rs

Pl. petition states that Deft being indebted to him in the Sum of 2000 Rs and that in the 3d of August 1800 or 20th Sheabun 1207 he wanted his Money and in the presence of Bustom Churn Seels Gomastah by the Hands of his own Gomastah he sent the Defts Receipt to the Deft with directions to deposit the Amount of the Receipt in the Hands of Bustom Churn Seel — that Pl. Gomastah returned and said that in the Evening [illegible] the Amount to Bustom Churn Seel [illegible] Pl. Gomastah Ran away — as soon [illegible] he went to Defts House to enquire [illegible] & found to forbid the Deft paying not given [illegible] — de[illegible] the Debt — —

[illegible] mistating the Date of the Receipt [illegible] 1800 he gave no Receipt [illegible] that besides 5 Rs no other [illegible] ks — —

[illegible] the 2000 Rs above [illegible] Books of Modon Day or not

43

answers that the Pls Debt amounts to as much as his credit —

This answer contradicts his written one in which he says that except 5 Rs no other sum is the Plfs credit in his books —

[illegible] to prove that the Defts receipt was in [illegible] and [illegible] he shewed it to Pustom Churn Seels Gomastah on the [illegible] of August 1[illegible] —

22d Decr 1800

J. Birch
Dr Commr

Roy Chund Dutt —
Sw
27 Plf

25/17124

Dr did Hadgee Khan call you
Ar yes he did he said I have [illegible] on the [illegible] of Paddy Seel go and take them I said I cannot go [illegible] do you get the 2000 & I will take [illegible] in your House he opened his papers to look for the [illegible] Receipt he found it and I said very well Sir
Dr did the Plfs [illegible] shew you the Papers
no he did not I did not [illegible] that [illegible] read paper in Plfs House the Plfs was [illegible] Rantonne Bose and some of the Plfs [illegible] I did not read the papers [illegible] it was —

Sworn before [illegible]
3d Ma[illegible]

Roy Chund Called
Sworn
Shown Hodee Seels answer [illegible] that [illegible] Hodee [illegible]
Bexie is ordered to read it —

he did not give any — Acco^ts produced by [illegible] referred to
on the 19th of Many 1208 19 of Jan 1797 8d an entry is made as follows —

Mirza Haddy Sheb credit by the Hands of Ramtonu
Bose on acco^t of ~~Mirza Had~~ Hadgee Rehman — from [illegible] acco^ts
of Moddon Day 1000 R — 26/1712

on the 5th of Choite 25 of March 1797 8d by the Hands of Ramtonu Bose acco^ts
settle from 19th of [illegible] to the [illegible] of Choite 1705 Interest
is credit to the acco^t of Mirza Haddy — at 15 a^r p^r Month
on the 26th of Choite from Ramtonu Bose [illegible] in Mirza Haddy
acco^t — 5 R — 26

on the 27th of May 16th [illegible] Debt by the Hands of Ramtonu
Bose — 5 [illegible] on the [illegible] Pharm for the expences of the House —
50 R — 9th of Choite 50 R — for the expences of the House —

Deft asked how in his Accounts the sum of Debits
in different months should not follow but be so mixed
that Choite be written after Joisty —

Deft says whatever manner the parties take out their
acco^t this is no answer — for the Account produced is [illegible]
to be a Copy from his Books — asked who wrote
Answered Sonatum Addy —

Gongadhur Seel and [illegible]
being both in Court they are [illegible] in the [illegible]
whether in any regular Shroffs Books [illegible]
mixed in one — and whether they co[illegible]
can be a copy of Shroffs Books — Gongaram Mund[illegible]
the Accounts do not appear to be according [illegible]
are sometimes mixed in one acco^t from [illegible]
opening of their Books not be fixed this in son[illegible]
will be mixed —

47

pawned any silver Jewells with [illegible]
[illegible] never —

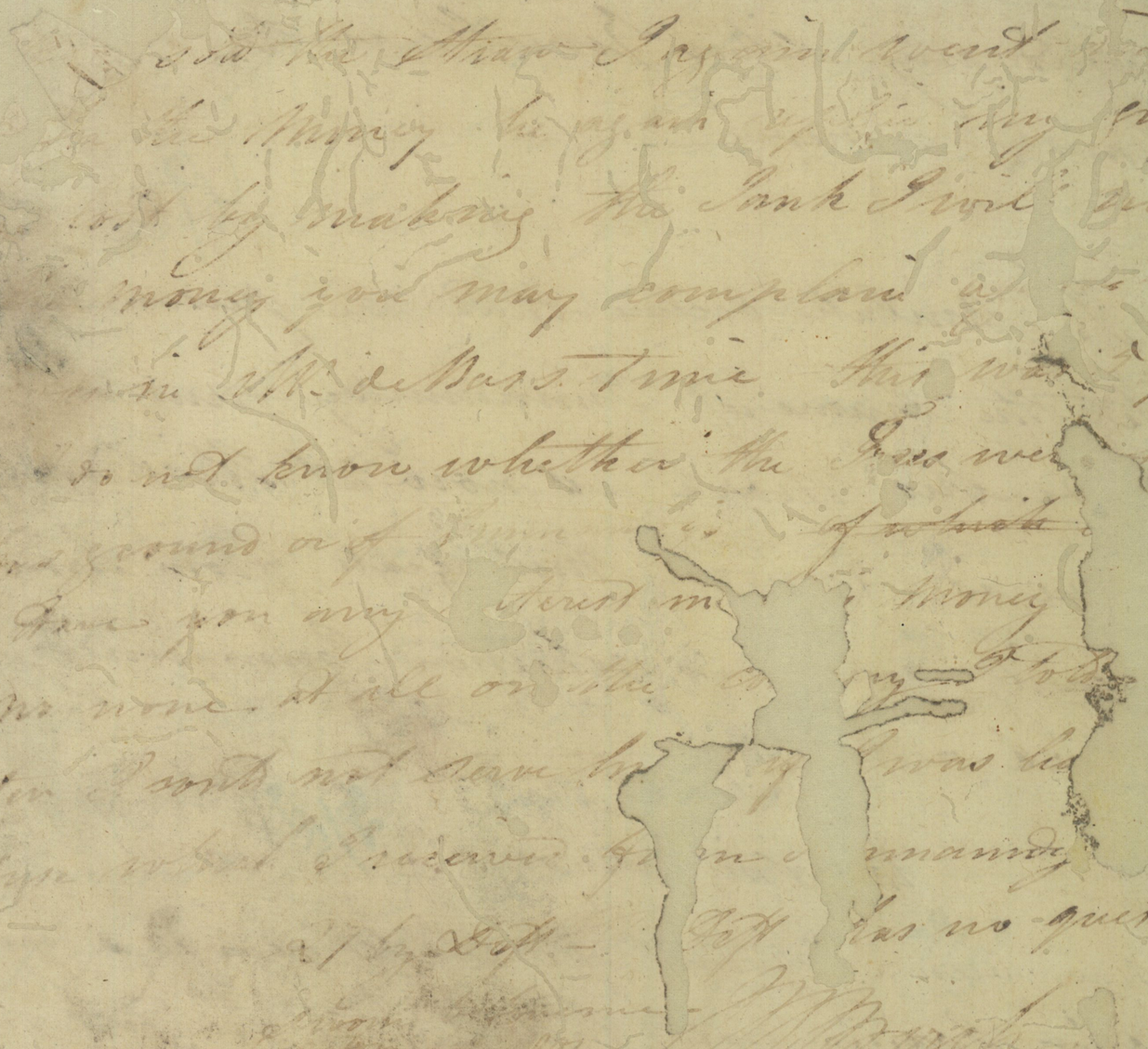
49

I Amlah declare that the person who wrote the name of Immanindy under which he [illegible] his mark is now at Kishenaghur [illegible] is [illegible] Mulgiah from him [illegible] easily [illegible] whether Immanindy made the [illegible] or [illegible]

28/1712

Ta sing sworn

I have been a [illegible] of [illegible] 16 years a year or two after I came into his service he told me to go to Moolys mother & Immanindy [illegible] for her pay of the mortgage money I went to Immanindy & to Moolys mother and asked them for the money they both asked for time and said they would pay one Day the Dooms who lives near told [illegible] Immanindy was cutting the Trees [illegible] enquire why he cut the Trees [illegible] to me I went and forbid [illegible] Immanindy [illegible] I cut the Trees to make [illegible] Bricks & pay your [illegible] master he said very well let him burn them [illegible] the [illegible] burnt [illegible] me again and Immanindy said the [illegible] not enough to pay your master I will buy straw & when I can sell it I will pay [illegible] told my [illegible]



April 1802

oney after this Mooly Immaundy &
Bagle [illegible] part was given in cloth & part
after which his Jemastah Ramjoy & their
[illegible]undy & Mooly & myself came [illegible] the
hannah to write the papers
27 by plf
that the Immaundy who is now Deft.
[illegible] that [illegible] naundy Immaundy was
[illegible] the Trees [illegible] time after & I gave notice to
Bag[illegible] he told [illegible] and forbid it Immaundy
said I am not [illegible] the Trees as soon as I get
[illegible] of them I will give the money

29/1712A

Sworn before
14th April 1801

J. W. Birch
Dr. Comm

Suit is proved on the [illegible]
of plf. Decree for the Amount of the Mortgage
Bond 14th April 1801 & Interest as [illegible]

J. W. Birch
Dr. Co.

49.

The Sig[illegible] of Gourhand alone appears [illegible]

have [illegible] remants signed as witness [illegible]

Let the pottah Sircar be called to [illegible]

4th March 1801

It produces a Parkotty below in the Brother [illegible]

[illegible] that the mortgage was signed [illegible]

[illegible] the Parkotty [illegible]

but [illegible] pottah [illegible] the name of Gourhand [illegible]

and [illegible] person [illegible] name the pottah is mortgaged

it - this mortg[illegible] cannot be invalidated

Ex calls Gourhand [illegible]

30/1912

My Husband signed the Mortgage - the younger Brothers were in the House [illegible] of the Mortgage they said you are the Head of the Family - this Money was borrowed to pay off a former Mortgage - that money was borrowed for Lashkar [illegible] Marie [illegible] after this my Husband gave his 10 [illegible] and [illegible] gave 8 [illegible] to [illegible] the plf. my Husband [illegible] she produces the receipt for [illegible] [illegible] him today -

[illegible] March 1801

Claimant [illegible] acknowl[illegible] to the [illegible] [illegible] knowledge of this [illegible] of his [illegible]

W. Money the Resident at Go[illegible] [illegible] Claims also Balance due to the Honble Comp[illegible] from this [illegible]te - Let the Estate be sold after [illegible] Istyhaar

5th June 1801

Decree for the Amount of the Mortgage —

The notes to be proved 24th Augt 1812 —

J. Birch
Dy Commr

The property has been sold and produced 17 Rs

The Hable Compy received [illegible] the Hands of Mr Money Gomastah 13 " 5½ Rs — the 1st received for principal Cost and Interest as per accot 17 " 8 Rs

The Farkotty is dated 1199 [illegible] 15 Bhagh and the note 1198 the 18th Mary [illegible] Jan [illegible]

The other note is dated 1204 8th [illegible]

One is before the Date of the Farkotty in 1198 — and may be due the other cannot be recovered as it was a private note of Gorachands after separation by Farkotty

26th Jany 1812

J. Birch
Dy Commiss

[illegible] witness by Subpenas — 1st Febr

[illegible] note of 1198 for 10½ Rs received 4 Bal

[illegible]

Morand Khan — sworn —

I was called by them while on some Business I was running for to be witness to the note of Gorachand for 10½ Rs I heard Gorachand say he had received the money but I do not recollect whether I put my Mark as a witness or not I was in a great Hurry —

Sworn before me —
17th April 1812 [illegible]
Dy C

Pl. to receive the Six Rupees and a half on account of this note — to be added to the present Decree

19th April 1802

J. Murch
Dt. Commr.

3/1712

Moonshy Fyzoolla

[illegible] by me at his request — This paper is not [illegible]
[illegible] but appointing him

Goloom Khyser's son Kyroo sworn

57

[illegible] my Father was very ill he [illegible]
papers of Sheik Chamed in his possession
[illegible] I d[illegible] you call his Heirs & divide
[illegible] property [illegible] Bibi mooty & Bibi [illegible]
to [illegible] them [illegible] but they do not come
about 2 year [illegible] the Death of my Father I gave
the papers to Defts — This is all I know —

32/1712A

Sworn before me
20th March 1801
[illegible] March
Dep[illegible]

The House was near Mr Burrows —
but has been sold the question is who sold it the
Defts say the mother sold it The Portuby is [illegible]
for from the purchaser

20th March 1801

Moonshy Fyzoollah's Dep[illegible] [illegible]
n oath — and the Deed of [illegible] [illegible]
[illegible] not acknowledging the Deed — to report whether
the same is valid or not —

9th April [illegible]
[illegible] March
Dep[illegible]

Parties petition that they may [illegible]
name Arbitrators Moluwys — Pl[illegible] names Hooghly Adawlut [illegible] Moluwys
Deft names Nooy Jemmah Moluwy

14th April 1801
[illegible] March
Dep[illegible]

The Moluwys report that for want [illegible] they [illegible] [illegible] the [illegible] parties [illegible] [illegible] them ~~Depositions~~ witnesses whose Depositions shall be [illegible] and sent to the Moluwys parties to name them [illegible] 15th Augt 1802 —

J.W.B.

On part of [illegible] witnesses [illegible] called — Hovry Dass; Zoberdun [illegible] to, and [illegible] Plfs — Moonshy abdoolayiz [illegible] Mo[illegible]

Depositions [illegible] be wn[illegible]

29th [illegible] 1803

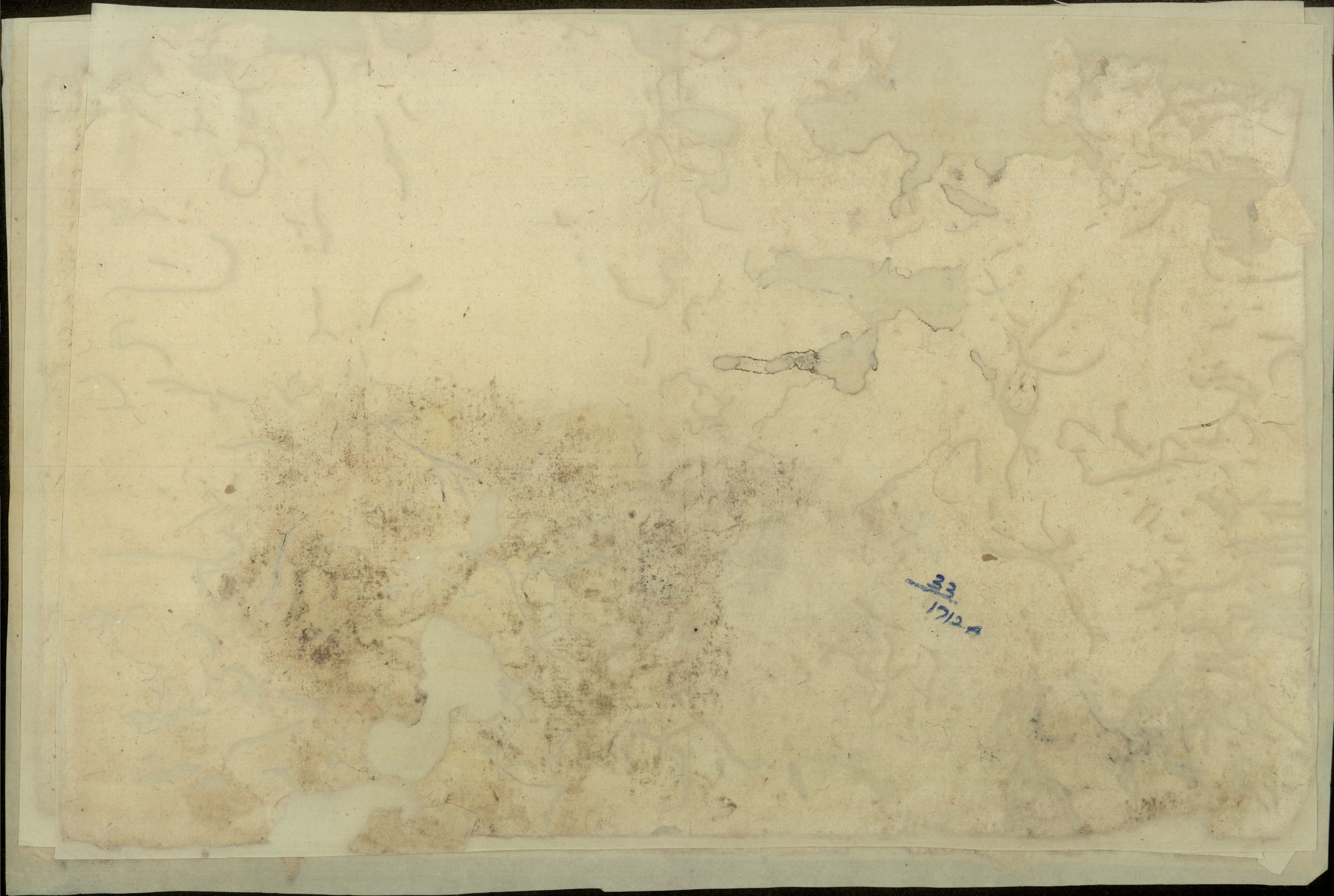
Depositions taken sent J.W.B.

Report of Golaum Morteyah Moluwy [illegible]

Report confirmed —

27th Feb. 1806

J.W. Birch
Dr Commr



84

Ram Mohun Tekoor

The pff told me to go with Deft [illegible]

59

[illegible] get from him 11 Rs and a note for 99 [illegible]

took me to his House he gave me [illegible]

[illegible] in 4 Days more he would give [illegible]

93 Rs and 4 Rs — Joydeb [illegible]

[illegible]

[illegible]igned Sir Seri Permann —

Before me

[illegible]

Dr Commr

Decree for 108 Rs against the Deft the report of arbitrators is very [illegible] by Deft but the principal cannot [illegible]

24th March 1861

[illegible]

[illegible]

The Bond complained [illegible] was not hers but Joydeb [illegible] not been Interest any more than [illegible] Deft [illegible] for — 24th March 1861

[illegible]

Camp at Pittsburg Landing Tenn
April 6th 1862

Dear Father

I am well and hope you are the same. I received your letter of the 30th ult. and was glad to hear from you. I have written to you several times since I left Camp Dennison but have received no answer. I suppose you have not received my letters. I have written to Mother, Sister Mary, Sister Ann, Brother Thomas, Brother Jim, Brother Sam, Brother Ben, Brother Dan, Brother Jack, Brother Bill, Brother Tom, Brother Joe, Brother Frank, Brother Charles, Brother Henry, Brother Harry, Brother Willie, Brother Johnny, Brother Jimmy, Brother Billy, Brother Tommy, Brother Dick

in 10 or 15 Days as [illegible] talked we walked into
[illegible] and a great deal more conversation of
[illegible] & buying took place we separated [illegible]
At an other time I went to the House of
Buxx when Deft returned from [illegible]
was there and one or two more [illegible]
in (Hingum Churiwallah) and complained
[illegible] to her but she would not be
[illegible] asked what was the Matter Deft said
[illegible] she always teizes me so but
I heard no more

Sworn before me
28th Novr 1803

61

35/17120

There is strong presumption on the part
of Pltf in this suit the two witnesses and
particularly the last who is a very respectable
young man is strongly in favor of Pltfs
It is ordered that Deft do declare on [illegible] to that
Deft is still indebted to her in [illegible] sum
sued for by her.

Hingum Churiwallah sworn

I lent the [illegible] first 200 Rs of which I have
received 32 Rs two years after this was about
[illegible] years and a half since he agreed to put as
[illegible] of his own & divide profits with her
I lent the money in the Month of Rejub

Sworn before me
28th Novr 1803 — [illegible]

[illegible] a for [illegible] for the Sum of
Sixty Rs 200 and Interest from the
[illegible] of rejab 4 years back with [illegible]
for 32 Rs and Interest on the same for
[illegible] years — 28th Nov 1803

J. J. Birch

No 1172

Lukon Nant

63

Shewn the Bond

[illegible] as a Witness at the request of Peer [illegible]

[illegible] if he had received the Money & had sig[illegible]

[illegible] and I signed

Sworn before me

28th March 1801

[illegible] March

[illegible] Commr

[illegible]ties [illegible]ation that

[illegible]tions [illegible] be taken by Molna

[illegible] accor[illegible] — 3d June 1801 —

36/1712 A

Depositions of the Women brought 19th June 1801

by the Molnah

Cummoo Bibis Deposition taken she proves the Debt swearing positively that the Money was paid before her —

Peer Mahomeds [illegible] by the Molnah

Also swears positively to the Debt contracted by her Husband —

Peer Mahomed [illegible]

sworn by [illegible]

Also swears positively to the Debt contracted

Deft petitions that those who were present when Peer Mahomed did be called — 19th June 1801

Parawn [illegible] sworn —

[illegible]en I went to take security for Deft — fro[illegible] his [illegible]

[illegible] to Deft in my presence you know the Debt [illegible]

[illegible]y do you not settle the Business with the [illegible]

sworn before me 16 [illegible]

[illegible]

Deck[illegible] that when the action was brought the [illegible] and the Deft came to him wishing him to se[illegible] them that Deft said I cannot afford to pay [illegible] but I owe the money & will pay [illegible] principal —

21 Did Deft object at all to the clai[illegible] as no he did not —

Before me
18th July 1801

Decree for plf 18th July 1801

[illegible]
[illegible]
for Chinsurah

This Deft to avoid paying the amount of [illegible] Decree has brought other Actions against the plf on this [illegible] on this Defts petition it [illegible] the Deft should give Mal Zamien [illegible] Decreed against him on the 18th July [illegible] Security his property should not [illegible] this Decree Istyhaar to [illegible] to him & affixed to his property but [illegible] not as [illegible] represents by petition to this Day given such security Let therefore an Istyhaar for Sale of his property within 10 Days [illegible] affixed again on Defts property

23d Sept 1801 [illegible]



Minutes

Serage [illegible]

was coming from Home when I [illegible]

by he said to me do you know that [illegible]

[illegible] for what he said [illegible] Burning [illegible]

[illegible] he took me with him to the [illegible] Jail

[illegible] to Buxoo and talked with him [illegible] this

[illegible] to me to tell Buxoos Mother

[illegible] some Money he would get Buxoo

to Buxoos Mother who said I have no mon[illegible]

I give [illegible] Ghossy first said 20 or 25 Rs will

[illegible] other [illegible] this Ghossy took me with him to

[illegible] wife who lives over the water [illegible] which she

Silver ring from one arm & [illegible] mortgaged it

Rs which ~~Ghossy~~ I brought and Himself gave 1 Rs

and Buxoos Mother [illegible] me 2 [illegible] on which Ghossy

me again to Buxoo [illegible] Wakeel Hoodnutoollah

[illegible] to the Wakeel [illegible] if cannot

for less than [illegible] 12 Rs [illegible] to

take what I have [illegible]

have all at once on [illegible]

[illegible] to [illegible] Motoor [illegible]

[illegible] 3 Rs from [illegible] them [illegible]

which Ghossy said [illegible] give me [illegible] Rs

[illegible] him released I will repay the Money

[illegible] Rs and told Motoor to witness it

Sworn before me

17th April 1801

[illegible]

65

38/1720

[illegible] reg[illegible] [illegible] R[illegible] and Co[illegible]

[illegible] with 20 [illegible] for [illegible]

[illegible] of this settlement on pretence of [illegible]

[illegible] the Hands of Justice the plf [illegible]

[illegible] tried at Hooghly at fully acq[illegible]

the charge against him — A Deft [illegible]

the Settlement

J W Birch

Jr Comm[illegible]

[illegible]

[illegible]