54

Jam.

Current

Administrators

684

		Brought Over. Pagodas	1928571. 30.
Mastry	2 Pieces Pelong		3 27 .
	2 Ditto Ditto		4 4 40
	2 Ditto Ditto		4 13 40
Pilly	2 Ditto Kincob		8 18 .
	2 Ditto Ditto		8 . .
Mastry	2 Ditto Damask		11 9 .
	2 Ditto Ditto		11 9 .
	1 Ditto Ditto		8 . .
	1 Ditto Dimity		7 9 .
	1 Ditto Damask		9 18 .
	1 Ditto Ditto		8 9 .
	1 Ditto Ditto		8 . .
	2 Ditto Sarsenet		7 18 .
	2 Ditto Ditto		8 4 40
	6 Silver Table Spoons		11 . .
	4 Ditto Ditto		6 . .
	1 Soop Ladle		8 . .
	1 Pair Pictures		9 . .
	1 Ditto Ditto		8 27 .
	1 Ditto Ditto		4 27 .
	1 Ditto		2 13 40
	6 Pair Sugar Pot		3 . .
	7 Ditto Ditto		2 13 40
	10 Ditto Ditto		2 . .
	12 Ditto Ditto		4 31 40
	2 Pieces White Silk		6 9 .
	2 Ditto Synshaw		12 . .
	2 Ditto Ditto		7 18 .
	1 Dressing Glass		5 27 .
	2 Pieces Silk		9 . .
	2 Canister Box		12 . .
	3 Bundles of Counters		13 . .
	2 Canister Boxes		
	2 Ditto Ditto		

	Brought Over Pagodas	2152 62
Oriapooteren	1 Counter Box	3
Venkatsooboo Chitty	1 Ditto Ditto	1
Mr Henderson	3 Bundles of Fish Counters	4
	3 Ditto Ditto	4
Oriapooteren	1 Cuckeroot Basket	3
Mr Jones	1 Ditto Ditto	3
Mr Melvin	1 Dressing Glass	6
Messrs Waddle & Stewart	50 pair Cotton Stockings	8
	20 Ditto Ditto	3
Capt. Nimmoe	1 Bureau & Book Case	27
Messrs Waddle & Stewart	1 Table & Stool	2
Capt Purser	1 Chest Draws	13
Messrs Waddle & Stewart	2 Pieces of Silk	6
Doctor Harris	2 Ditto Ditto	7
21st		
Mr Stevenson	26 Night Caps & Gloves	"
Mascilomany Modaly	8 Handkerchiefs	"
Oriapooteren	1 Box Pearls	"
Mr Mackentire	3 Pair Shoes	"
Cho Muttapilly	1 large Glass Press	1
Vadagery	1 Ink Stand Counter Box 1 Rule &c	
& Tagarya moodaly	1 Nankin Curtain	
Ready Money	4 Piece of Nankin	
Vadagery	1 Glass & an Ink-stand	
Ready money	3 Hats	
Captain Nimmo	1 Spying Glass	
Mr Sterins	6 Pictures	
Oriarpooteren	11 Waistcoats	
Mr Melvin	23 pair Nankin Breeches	
Pan[illegible] Moodaly	1 Palenquin & 2 Quilt	
	[illegible]	

57
Sundry Cr

Current with Robert Henderson Administrator ... Cr

1790
August ... 27 By Cash received from Messrs Mitchell Amos & Bowden ... 105 57-.

	Brought Over Pagodas	2315.6630	30.
Govindo	20 Waistcoats	3 13	40
Sadasevan	26 Ditts	2 4	40
Narnapa	20 pair Breeches & 4 Stocks	1 4	40
Baulakistnah	2 Coats	2 27-	"
Yellapilly	4 ditto	4 9-	.
Ready Money	1 Gown & Stockings	7 27-	.
	30 pair Ditto	1 13	40
Mr Cane	24 Shortdrafs	3 9-	"
Sashachellum Mr	57 Stocks	3 9-	"
Mr Reynolds	4 Gowns & 12 long Dreffs	2 9-	"
Sashachellum	10 pair Stockings	2 27-	"
Mr Cane	9 Ditto Ditto Silk	1 4	40
Oriaripoteren	3 Pair Breeches	6 31	40
Darmalaka ornastry	2 Pieces Silk	11 9-	"
Captain Nimmo	1 Dreffing Glafs	1-	"- "
Captain Purvot	1 Silver marrow Spoons	3 9-	.
	1 Mustard Pot	2-	"- "
Mr Henderson	5 Tea Spoons	8-	"- "
Mrs Shades	1 Watch Chain & 1 pair Buttons	1-	"- "
Henderson	18 Knives & Forks	" 27	"
	a Lott of Sundries	2 18-	"
	1 Empty Trunk	5 9-	"
	2 Ditto Chest & 1 Table	1 18-	"
	4 Books	1 18-	.
	Ditto	1 18-	"
	ditto	1 18-	"
Mr	3 Ditto		

40
5 "

I call
Dittos for admr

56

685

687

Brought Over Pagodas ---- 2396 7088 30

Venatachellum	3 Books				
	13 Ditto				
Narnapa	12 Ditto				
	2 Ditto				
Shashallum &Cr	4 Empty Books				
Lutchemenaig	4 Ditto Ditto				
Vadagery	a Lott of Glass				
Wm Henderson	1 Palanquin				
Veerapermaul	1 Empty Chest				
Cho Mattapilly	Large Glass Prifs				
Darmalaba mastry	2 Piece of Chinsaw				
Maselomaney moodaly	2 Ditto Ditto				
Messrs Waddle & Stewart	2 Pieces of Silk				
	2 Ditto Ditto				
Tegaroyen	2 Ditto Ditto				
Darmalaba mastry	2 Ditto Ditto				
Veerapermaul pilly	1 Ditto Ditto				
Vadagery	2 Ditto Damask				
Soobiah	2 Ditto Chinsaw				
	2 Ditto Ditto				
V Ramasawmy	2 Ditto Ditto				
	1 Ditto Ditto				
	1 Ditto Ditto				

692

690

57
Jany 6th

Current with Robert Henderson Administrator . . . . . &c

1790				
August	27	By Cash received from Messrs Mitchell Amos & Borden	105 57 -	
	30	By Ditto received from Mr John Hall	273	
	"	By Ditto Messieurs Beggle & Co	557 29 40	
			13 33 - "	496 2 40

688

	Brought Over Pagodas	2571 7445 30	
Lutchumenaig	3 Chairs	2 9 - "	
Capt Bilderbeck	1 Pair Tea Pot Silver mounted	4 - - "	
Badriah	8 Bowls	3 13 40	
Capt Lewis Gray	9 Pieces Silk	81 36 - "	
Mr Henderson	1 Writing Desk	6 - - -	
6 Chadayapoo	50 Sneakers	2 18 - -	
	Exchange at 45 fanm pr Pag.a	2669 7321 70	
		169 6 70	
		2836 6 70	54
	Commission at 5 pr Cent	141. 36. 27	
	Paid for Printers Bill	3. 13 - "	
		5 - - "	
		150 9 27	
	Pagodas	2685. 41. 43.	

14

R. Henderson
Administrator

Sworn to in Court
the 16th august 1791.
C. Taylor
Regr

Stuart Hall
Peters for admr

36 - -

685

689

Filed the 16th augt 1791

The Estate of the late Mr Thomas Davis in account

Dr

			36 Dollars			21 35 40
1790						
July	29	To Cash paid the China Servant		10 - -		
August	3	To Ditto paid for the Family		8 - -		
		Ditto		" 27 -		
	23	To Ditto				
	28	To Ditto Cooly hire for Sundries		68 33 -		
	30	To Ditto paid Funeral Expences as p Bill		5 - -		
		Ditto paid the family		" 24 -		
		Postage		11 5 -		104 1 -
	31	To Cash paid for Printing Catalogues		6 30 -		
September	1	To Ditto House Rent for family		5 36 -		
	2	To Ditto paid for Advertisement in the Courier		34 21 -		
	4	To Ditto paid Mr Bodkin for House Rent as p Bill		10 - -		
	7	To Ditto paid the Family		3 21 -		
		Ditto for Cooly hire		39 "		
	11	To Ditto Ditto		1 36 -		
	20	To Ditto for Advertisements		2 12 -		
	22	To Ditto Ditto		10 - -		
		To Ditto for the Family		19 -		
	24	To Ditto paid Cooly hire		28 - -		78
October	4	To Ditto advanced the Family p House rent		3 12 -		
	12	To Ditto paid Servants Wages		2 2 -		
	14	To Ditto paid Washermans Arrears		2 18 -		
	15	To Ditto paid for Advertisement				
		Ditto paid Mr Young on account of Capt Bacon being freight for Stockings		25 - -		
				9 - -		
	18	To Ditto paid		5 - -		
		Ditto Ditto				
		Ditto paid Mr John Hall being principal and Interest of a		1112 - -		

57 Sundry

Current with Robert Henderson Administrator ... Cr

1790					
August	27	By Cash received from Messrs Mitchell Amos & Bowden	105 17 -		
	30	By Ditto received from Mr John Hall	273		
	31	By Ditto Messieurs Beggle & Co.	117 29 40		
September	7	By Ditto received from Mr Walters	13 33 -	496	2 40
	20	By Ditto received from Mr Samuel Johnston in part	189 10 -		
	22	By Ditto received from Mr. Gurge Parry	15 - -		
	29	By Ditto received from Tamsay Mindaly for his note	108 9 50	926	38 50
October	4	By Ditto found in the Shop	203 39 -		
	7	By Ditto of Mr Gibson as per bill	20 22 -		
	12	By Ditto received of McCarn and Lane as per Bills	14 12 -		
		Ditto received from Lottery office	36 - -		
	15	By Ditto received of Doctor William Gordon in part	20 - -		
		Ditto received of Lieut Cudmore as per Bill	8 11 -		
		By Ditto received of Mr David Young in part through the Hands of Mr Duirstead	114 15 54		
	18	By Ditto received of Mr Thomas Thomas as per Bill	10 - -		
	21	By Ditto received of Doctor Rudiman for Doctor Bulman	16 22 -		
	22	By Ditto received of Capt Toms as per Bill	95 - -		
		Ditto received of Mr Patrick Mackintyre	9 17 -		
	26	By Ditto received of Ensign Frazer	10 11 -		
November	3	By Ditto received of Mrs Mitchell as per bill	4 - -	588	17 54
	5	By Ditto received of Mr Robert Clerk in full for the amount of Cutlery Sales	260 19 5		
		Ditto received of Kestra Saumy in full for his bill	240 - -		
	8	By Ditto received of Mrs Moorhouse as per bill	29 - -		
		Ditto received of Mr David Young in part	100 - -		
	20	By amount of Balance from Mr Lawlor	792 13 9	1766	32 14
December	9	By Cash received of Mr James Call as per bill	187 43 -		
	11	By Ditto received of Mr Wrangham as per bill	27 33 -		
	17	By Ditto received of Mr Francisco as per Bill	14 6 -		
	29	By Ditto received of Rungapah	3 31 -		
	30	By Ditto Marara Chitty as per Bill			
		Ditto Vencatachella Pillah			

Carried

1790			Brought over Pagodas		1919 15 30
December	1	To Cash paid the Family & House rent		28 — —	
	9	To Ditto paid Custom house bill to the Honorable Company being duty's on China Goods		55 5 —	
	22	To Sundries brought in at Outcry			
		1 Diamond Pin	42 — —		
		4 Silver Sprons	6 — —		
		1 Pallankeen	3 — —		
				51 — —	
	23	To Postage of Sundry Letters		1 8 —	
	24	To Cash paid his Family for Cloathing being part of Lottery Preges		30 — —	
		To Cash for Court of Requests & Pallaqueen		2 7 —	
					663 20 —
January	4	To Cash paid Court of Requests		1 3 —	
		Ditto advanced the family & House Rent		28 — —	
	5	To Ditto paid M.r Hurst as per Bill		2 23 —	
	6	To Ditto paid Pallias perm.t Court of Requests		— 34 —	
	17	To Ditto Court of Requests		— 24 —	
	26	To Ditto ——— Ditto		14 —	
	27	To Ditto paid Taylor in full of all demands		2 12 40	
		Ditto paid Messrs Porcher & Readhead for Godown rent as p.r Bill for 9 Months @ 25		225	
	28	To Ditto for Court of Requests		— 35 —	
					261 13 40
February	2	To Ditto ——— Ditto		2 31 —	
	3	To Ditto advanced the family and House rent		28 — —	
	20	To Ditto Postage		— 5 —	
					30 36 —
March	2	To Ditto the Family and House Rent		28 — —	
	9	To Ditto paid a Doctor for attending the Children as p.r Bill		4 — —	
	16	To Schoolmaster for attending the eldest Girl		6 — —	
	26	To a Shroff employed		1 — —	
					38 1 —
April	4	To Cash paid the Family & House Rent			28 — —
May	1	To Ditto ——— Ditto		28 — —	
		Postage for Sundries		1 28 —	
		Cash paid for Nurses attending the Children		6 — —	
					35 28 —
June	3	To Ditto paid the family & House Rent		28 — —	
	27	To 3 Childrens Hats		6	
					34 — —
July	3	To Cash paid the family and House rent		28 — —	
	13	To Ditto for Cloaths for the Children		13 31 —	
					41 31 —
August	9	To Do.r Paid the Family & House Rent			28 — —
		To Ditto paid M.r	Carried Over	Pag.s	3080. 12. 70

Ditto Ditto

			Brought over Pagodas		7019 38 78
1791					
Janry	3	By Cash received from Annapilly		21 "	
		Ditto received from Vencatachella Mooddelly		15 "	
		Ditto received from Ramah Naig		11 22	
		Ditto received from Bushie Ditto		33	
	5	By Ditto received in part from Colonel Durand		50	
	6	By Ditto received from Anathsary Braminy		2 13	
		Ditto received from Vencatakistna Naig		1 11	
		Ditto received Mr Joseph Greenhill		37 32	
		Ditto received from Ramah Sawmy Braminy		1 22	
	13	By Ditto received from Tompyapah		1 11 "	
	26	By Ditto received from Mr Shaw on account of Colonel Folson		67 11 "	171 15
Febry	4	By Ditto received from Mortal Chitty		3 22 "	
		Ditto received from Paupiah Naig		2 15 "	
	14	By Ditto received from Vencataramyer Braminy		64 29	
	23	By Ditto received from Workanauchopory		18	88 22 "
March	9	By Ditto received from Lieut Blount		4 36	
	19	By Ditto received from Mr Charles Loyd		19 35 "	
	22	By Ditto received from Alexander Macleod Esqr		177 34 "	
	26	By Ditto received from Mr David grung in part		50	252 17
April	9	By Ditto received from Mr Adamson in part through the hands of Mr Thomas Thomas			70
June	9	By Ditto received from Doctor Harris in part		50	
	18	By Ditto received from Captain Benjamin Geard		147 15 30	197 15 30
July	6 22	By Ditto received of Captain Robert Buck			100

Carried Over Pagodas 7912 29 28

		Brought Over Pagodas	3080. 12. 70.
1791.			
Augt.	3	To Cash paid for a Pass for 12 Months @ 2/	24 — .
		To Ditto paid Mr John Hamilton as per Bill of Costs for obtaining Letters of Administration with Nuncupative Will annexed	59 6 — .
		To Ditto paid Ditto as per Bill of Sundry Business done up to the 30th Decr 1790	9 24 — .
	18	To Ditto paid Messrs Hall & Hamilton as per Bill for Sundry Business done by them	15 6 — .
		To Ditto paid Ditto as per Bill for delivering the Inventory and Account Current	6 24 — .
		To my Commission at 5 per Cent on Pags 8,236.10.50	411. 35. 58.
			3664 23 48
		To Balance	4571 31 2
		Pagodas	8236 10 50

Fort St George 15th August 1791.

Errors Excepted

P R Henderson

Administrator

Stuart Hall } Proctors for admor

Sworn to in Court
this 16th August 1791

G Taylor Regr

		Brought Over Pagodas	7912 20 28
1791			
August	5	By Cash received from Mr. David young in full	301. 7. 22
		Ditto received from Captain Richards Watts	22.27.-
			323. 34. 22.
		Pagodas	8236 10 50

	Dz	No
Tumblers 1st Sort		6
Ditto 2 Ditto		1
Ditto 3 Ditto		1
Cruet Glasses		3
Cut Jelly Glasses with Saucers		4
Jelly Saucers		2
Salad Bowls		1
Butter Glass		2
Second Sort of Glasses		
Claret Glasses		10
Wine Ditto	4	8
Large Tumblers with Tops		3
Ditto Ditto with Tops		2
Ditto Mugs		1
Hock Glasses		4
Claret Glasses	2	
Wine Ditto	2	11
Long Ditto	4	9
Odd Long Ditto	1	
Large Tumblers with Tops		1
Ditto Ditto with Tops		9
Small Tumblers	2	1
Sugar Glass		1
Small Cruet Glasses		2
Large Ditto		1
Lamp Glasses		4
Candle Sticks		3
Cut Decanters		10
Plain Ditto		5
Salt Cellers		8
Wall Shades with Tops		8
Pillar Shades 1 pair		2
Plain Ditto 3 Ditto		6
Pillar Stands		4
Plain Pillar Stands		6
Shades 6 Pairs	1	
Cut Globe Lamps		3
Plain Ditto Ditto		2

Knifes & Forks

Knifes and Forks	3	6
Ditto Small		6
Black handle Knifs & Forks old		11
Ditto Carving Ditto		3
Ditto with Silver handle Knifes & Forks	1	
3 Small Ditto		1
4 Ditto Ditto	2	3

Cookroom Things

2 Large Copper Pan		1
Pewter Water Tubbs		2
10 Chees Toasters		3
3 Gred Iron		1
Spitt		1
2 Ditto Legs		2
Old Kettle		2
4 New Ditto		1
Iron Coffee Pott		1
11 Tin Pans with Covers		3
9 Pankake Pan		1
Fish Kettle		1
Cake Pans	1	3
9 Chees Slice		2
1 Chop Knife		1

Liquors

	Bottles
Country Vinegar	46
Madeira	500
4 Claret	252
3 Hock	101
Cyder	22
Brandy	33
5 Rum	80
8 Gin	14
8 Europe Vinegar	45
2 Sweet Oil	13
Mustard	24
6 Porter	472
4 Ale	91
6 Candles	471
Liquiers	16
Cherry Brandy	4
Rasberry Ditto	8
2 Sauce Bottle	22
Sugar Candy Pott	1
Soft Sugar Ditto	2
Sugar Plumb Bottle	

Live Stock

7 Ducks
7 Ditto
7 Ditto
7 Ditto
4 Ducks
4 Ditto
4 Ditto
1 Pr of Turkeys
1 Pr of Ditto
1 Pr of Ditto
3 Geese
2 Ganders
3 Ditto
1 Europe black bitch name Kerst
1 Grey hound Bitch
1 Ditto Black
1 Ditto Black Ditto
1 Europe Dog
1 Gray hound Bitch
1 Ditto ... Ditto
3 Large Pigs
4 Small Ditto
7 Rabbits & 2 Hutches
7 Ditto and 2 Ditto

Sundries Sold at Madras

11 Candles
1 Tea Pott
a Sett of Glass and China Ware
1 Empty Trunk
1 Small Looking Glass
a Sett of Knives & forks
1 Tin Tea Kettles & 2 Sauce pans
1 musket with Cases
1 Gold Watch
2 Ditto Seals
a Sett of Sundries Paper & Quills Cards
1 Pen Knives 1 Segar & Small Gold Buttons &c
Ivory Knife
1 Pair Gold Silver Buttons
1 Writing Table
1 Hoo Hoo Compleat
1 Pair Shive Bullons
1 Ditto ... Ditto
1 Ditto ... Ditto
1 Silver Sock Shroons & Tea Shroons
2 Table Shroons & 1 marrow Shroons
1 Milk Pott
1 Pair Candle Sticks
29 muck Cloth
12 Wast Coats
57 ... Ditto
1 Shurts
3 Pillow Cases
3 Pair Long Drs
3 West coats
3 White Gowns & 1 Chints
2 Pair Black Silk Stockings
6 Ditto ... Ditto
2 Leather Briches & 2 Bugglehore
57 Pices of Towles
25 Ditto Briches
23 Ditto Cotton Stockings
5 Ditto Short Drs
10 Ditto Painted Handkf
1 Ditto Long Cloth
1 Shaull
1 Red Coat & 1 Black Coat
3 Coat & 1 Hatt
6 Books
1 Tin Dressing Box
1 Black Wood Small Box
1 Corse Hair Brush
1 Case powder Mil
1 Old Trunk
1 Empty Trunk
1 Ditto ... Ditto
1 Ditto ... Ditto
1 Ditto ... Ditto
1 Chest Ditto
1 Waistcoat
2 Old Palamporse
6 Table Cloths

John Snow
& admor to the Estate of
David Graham

Sworn to before me 10th April 1815
Cal Vigezahl

J & J Dupuy
Printers

Filed the 21 June 1791 –

Dr The Estate of the late David Graham in Acount Current with John Snow Cr

1786					1790				
Octr.	30	To a Bond in my favor dated to this Day		2525	28	74	Sepr. 15	By Cash found in the Drawer of a Writing Table M.P.s 21	25 31 31
1791			m.o D.o					By Ditto Ditto	11 – –
April	7	To Interest to this day being 53 7/12 @ 12 ½ Cent. p.r Annum		1344	20	–		By amount of Sundries Sold by Publick Outcry at Madras	206 – –
								By Cash receivd for a Palankeen	15 – –
								By Ditto from George Greats	100 – –
								By Ditto from Wm Balfour	419 – 8 –
								By amount of Sundries Sold at Ellore for Batta Chits 1462 12 43	1608 20 76
								By Cash receivd for Sundry articles of Plate Sold at Ellore 214 – –	235 11 32
								By Cash receivd for a Watch & Seals	100 – –
									2720 40 29
								By Balance	1140 8 15
								Pagodas	3870 6 74

Pagodas 3870 6 74

Sworn to by Commission at Vizagapatam the 8.th Aug.t 1791

E. Taylor Reg.r

Vizagapatam 7.th April 1791 –

E E John Snow
Admor to the Estate of
David Graham

A.r Dupuy
Proctor

700

Filed the 23 Augst 1791.—

Before the Kings Ordinary

In the Honble the Mayors Court at Madraspatnam

Between Davany ummah Proponent
and
Chintadry pettah vellapah Moodeliar Son
and Heir of Chendadry pettah arnachella
Moodeliar Deceased Opponent To the
Estate of the said Chendadry pettah arnachella
Moodeliar Deceased.

Chundatry Pettah vellapah Moodeliar of Madras dubash the Opponent above Named Maketh Oath and saith that he hath read an affidavit made or mentioned to be made by Pelava Siva Chedumbarum Moodeliar of Madras Inhabitant and this Deponent saith that the said Pelava Siva Chedumbrum Moodeliar who was the agent of this Opponents said Deceased father and who managed his affairs and kept his Books of account did Occupy a Certain bed Chamber in the house of this Opponents said Father but this Deponent Positively denies that hes said Father did lawfully intermarry with the Proponent who is the Sister in Law of the said Pelava Siva Chedumbram Moodeliar as in and by the said affidavit is alledged and this Opponent saith that this Deponents mother who is the Lawfull Widow of this Deponents said Father is still living and this Deponent Saith that the said Pelava Siva Chedumbrum Moodeliar might have caused to be Written the letter in his said affidavit mentioned but this Deponent saith he does not believe the Contents of the said letter to be Strictly true for this Deponent saith that the said Room which the said Pelava Siva Chedumbrum Moodeliar so Occupied does as this Deponent verily believes not only contain Effects belonging to the Estate of this Deponents said deceased father but also books of accompt and other Writings and documents relating to the Estate of this Opponents said father and which this Deponent verily believes the said Pelava Siva Chedumbra Moodeliar and his Sister the said Proponent wish to Suppress.—

A True Translation as near as can be from the Malabar Language—

Ranganaudom
Interpr.

Cobham
John White Solicitors for the Opponent

Filed 26th July 1791

Before the Kings Ordinary
In the Honble the Mayors
Court at Madrashatnam

Between Davany Ummah Proponent
and Chintadry petta Vellapah Moodeliar Opponent
To the Estate of Chintadry petta Arnachella
Moodeliar Deceased

The Affidavit of Palava Seva Chedumbarum Moodeliar of Madras
Inhabitant

This Deponent maketh Oath and Saith that he has for these
Ten or Twelve years past Occupied a Certain Bedchamber in the House of Colatore Teagarova
Moodeliar having Married the Sister of the said Colatore Teagarova Moodeliar that about
three months Since the Seal of Notary Public was affixed upon the Doors of the
said Bedchamber by the Order as he has been informed of Mr Stephen Popham Notary
Public under pretence that it contains some Effects belonging to the Estate of the abovenamed
Chintadry petta Arnachella Moodelliar late of Madras Deceased; This Deponent saith that
he hath frequently informed the said Mr Stephen Popham as well by Letters as otherwise
thro Mr Peter Walker the Proctor for the Proponent in the above Cause that the said
Bedchamber did not belong to the Estate of the said Deceased and that he verily believed
that there was not any thing in the said Room belonging to the said Estate and he informed
him at the same time that if there was any thing belonging to the said Estate found in the said
Bed-chamber he was at full liberty to take it out of the said Room and Deposite in any
other Place that ought be agreed on between the parties interested therein— this Deponent
saith that with this reasonable Proposal the said Mr Stephen Popham has hitherto
declined to Comply nor has he given any reason for not doing so— and this Deponent
Says that by reason thereof he is altogether deprived of the use and Benefit of the said
Bed-chamber and is put to great inconvenience.

[Signed] Pa: Seva Chedumbarum

A True Translation as near as can be
from the Malabar Language
Ranganaud[illegible]
Int[illegible]

Filed 26 July 1791.-

Before The Kings Ordinary
In the Honble the Mayors
Court at Madraspatnam

Between Davany Ummah Proponent
and Chintadry petta Villapah Moodeliar
Opponent To the Estate of Chintadry petta
Arnachella Moodeliar Deceased

The Affidavit of Condapah Moodelliar of Madras Inhabitant
This Deponent maketh Oath and Saith that he is well knows
that a Certain Bedchamber of Palava Siva Chedumbarum Moodeliar at the House of Colatore
Tagaroya Moodeliar has been for these Ten or Twelve years past Occupied by the said Palava
Siva Chedumbarum Moodeliar - this Deponent says further that there is at present the
Seal of a Notary Public placed on the said Door under pretence he heard that some Effects
belonging to the said Estate are Continued in the said Room and that thereby the said Palava Siva
Chedumbarum Moodeliar is altogether deprived of the use and Benefit of the Bed-chamber and
is put to great inconvenience.

Signed Condapan

A True translation as near as can be
from the Malabar Language -

P Walker
Proctor

Ranganaudom
Interpreter

Filed 26 July 1791.

Before The Kings Ordinary
In the Honble the Mayors
Court at Maaraspatnam

Between Davany Ummah Proponent
and Chintadry petta vellapah Moodeliar
Opponent To the Estate of Chintadry petta
Arnachella Moodeliar Deceased

The Affidavit of Condapah Moodeliar of Madras Inhabitant

This Deponent maketh Oath and Saith that he is well knows
that a Certain Bedchamber of Palava Siva Chedumbarum Moodeliar at the House of Colatore
Tagarrya Moodeliar has been for these Ten or Twelve years past Occupied by the said Palava
Siva Chedumbarum Moodeliar - this Deponent says further that there is at present the
Seal of a Notary Public placed on the said Door under pretence he heard that some Effects
belonging to the said Estate are Continued in the said Room and that thereby the said Palava Siva
Chedumbarum Moodeliar is altogether deprived of the use and Benefit of the Bed-chamber and
is put to great inconvenience.

(Signed) Condapan

A True translation as near as can be
from the Malabar Language -

Ranganaudom
Interpreter

P Walker
Proctor

706

Filed the 23d Augt 1791.-

Before the Kings Ordinary
&
In the Honble the Mayors
Court at Madraspatnam

In the Goss of Ragoonada Doss Vencatadry Deceased

Gopauldoss Govindadoss Administrator of all and Singular the goods chattels and Credits which were the goods chattels and Credits of the said Ragoonada Doss Vencatadry Deceased Maketh Oath and Saith that this Deponent did upon receiving from Edward John Holland late of Madras Esquire a Sum of Two thousand Two Hundred and ninety Pagodas which were by him owing to this Deponents said Intestate delivered up to the said Edward John Holland the Letters of Administration which this Deponent Obtained from this Honourable Court to the Estate and Effects of Ragoonada Doss Vencatadry deceased and this Deponent saith that the said Edward John Holland hath Kept and detained the said Letters of Administration in his Custody and hath refused to return them to this Deponent and this Deponent saith he would not have delivered up the said Letters of Administration to the said Edward John Holland but that the said Edward John Holland absolutely refused to pay this Deponent the aforesaid Sum of Two thousand Two hundred and ninety Pagodas until this Deponent had deposited with him the said Letters of Administration.

A True Translation as near as can be from the Gentoo Language.-

Ranganaudom
Interpreter

Filed the 23 August 1791-

Inventory of all and Singular the Goods Chattels and Credits of Ragoonada Doss Venkatadry of Madras Soucar deceased which since his death have come to the Knowledge possession or custody of Gopaulados Govindadoss of Madraspatnam inhabitant administrator of all and Singular the goods chattels and Credits of the said Ragoonauda Doss Deceased

a Diamond
a Bulse of Diamond
9 Brilliants
2 Rose Diamond
a Brilliant
a Pearl & a Ring sett with Rubys
a Bond from Sawmy to the Deceased for
a Ditto from Mr Sykes to the deceased for
3 Bundles of Papers containing Sundry Accounts
To Balance on Mr. Holland to the Estate as p his Account settled Pagodas 2219-...
To Balance upon Ragoonauda Doss Sham Doss to the Deceased as appears in the said Deceased Accdunt Pagodas 39. 23. 70.
To Balance upon Mackey Mootiah to the deceased as appears in the said deceaseds Account Pagf 169
To Balance upon Surrapah to the Deceased as appears in the Deceaseds Account Pagodas 35. 16. 40
To Balance upon Paupiah Braminy to the deceased as appears in the deceaseds Account Pagf. 37-...
To Balance upon Commeerjee Gopaul Doss to the Deceased as appears in the said deceaseds Acct Pagde. 38
To Balance upon Goverdana Gopaul doss to the deceased as appears in the said deceased Account Pagf. 139. 11. .
To Balance upon Jeevendoss Mosla Sindee to the deceased as appears in the deceaseds Account Pagodas 88. ...
To Balance upon Lauldoss Vallabadoss to the deceased as appears in the said deceased Account Pagf. 26,25,60
To Balance upon Vittul Poorroshotham to the deceased as appears in the said deceased Account Pagf. 9-...
To Balance upon Bagavandoss Poorroshotham to the deceased as appears in the said deceased Accounts Pagf. 16,38,40
To Balance upon Sham Doss Poorroshotham to the deceased as appears in the said deceaseds Account Pagf. 99. 33.
To Balance upon Tauker Nulakantom Surram to the deceased as appears in the said deceased Account Pagf 100...
To Balance upon Beemana Naick to the deceased as appears in the said deceased Account Pagodas ... 20-.
To Balance upon Gopaulkistnah Naick to the Deceased as appears in the said deceaseds Account Pagf. 10-...
To Balance upon Aydeyapah Braminy to the Deceased as appears in the said deceased Account Pagf. ..22-...
To Balance upon Moss Ramiah Braminy to the Deceased as appears in the said deceased Account Pagf. 26. 38. 40
To Balance upon Kaseya Braminy to the deceased as appear in the said deceased account Pagodas .. 538. 35
To Balance upon Soory Chitty Veeranah to the Deceased as appear in the said deceased Account Pagf. 53.
To Balance upon Kistnah Sawmy Braminy to the Deceased as appears in the said deceased Account Pagf. 72,30
To Balance upon Ayaguntty to the Deceased as appears in the said deceaseds Account Pagodas ..... 5. 22.
To Balance upon Kishana Moorty to the deceased as appears in the said deceaseds Account Pagodas .. 14. 22.
To Balance upon Dawwanaiga Modeliar to the Deceased as appears in the said deceaseds Account Pagf. .. 28-...
To Balance upon Narrain Pillay to the Deceased as appears in the said deceased Account Pagf. ... 60

uldoss Govendoss Administrator of all and Singular the Goods Chattels and Credits which were
ss Vincatadry Deceased

1778					
Octr	9	By Cash received from Mr Hollond as p his account settled		2219	-
1779					
Febry	16	By Ditto Ditto of Lawny Mr Hollond Dubash on account of his Bond due to the deceased with all the Principal & Interest		57 38 40	
April	8	By Ditto Ditto Sutaramiah for a Brilliant sold him as p his 3/8 share to the Deceased		106 38 40	
July	1	By Ditto Ditto Ditto of Brilliant		156 42 10	
October	8	By Ditto Ditto of Ragonadadoss Sham doss for a Diamond sold him		117 22	-
Decemr	1	By Ditto Ditto Mr Miguel Johannes for a Bond of Mr Ty Kes for			
1782		Pagodas 500 upon Discount of Pagr 25		475	- -
Novr	1	By Ditto Ditto Mr Miguel Johannes for Bulses of Diamonds Weighing 24 3/3 Mangelins Sold him		51 6	-
		By Ditto Ditto of Narrain Doss Canjee the amount Sale of a Brilliant		14 15	-
		By Ditto Ditto of Ditto Ditto the amount Sale of 2 Rose Diamonds		24 32 30	
		By Ditto Ditto of Ragonadadoss Sham doss upon account due to the Deceased		30 23 70	
1787					
Janry	23	By Ditto Ditto of Venkatarramiah Brahminy for a Pearl and a Ring Set with Rubys sold him		30	
				3292 38 30	

John White Proctor for Gopauldoss Govendoss
administrator of the Goods Chattels and Credits
of Ragonada Doss Vincatadry deceased

Pagodas 3292 38 30

The Mayor's Court at Madraspatnam

L. S. To William Somerville Limerick a Friend to Captain Ranjott Jackson Deceased

Send Greeting

Whereas the said Captain Ranjott Jackson having Departed this Life Intestate We desirous that the Goods Chattels and Credits of the said Deceased be well and truly Administered and disposed of and that the Credits of the said Deceased be demanded and received and all his just Debts paid as far as his Goods Chattels and Credits shall extend and the Law oblige Do hereby relying on your Fidelity Commit to you the Administration of all and Singular the Goods Chattels and Credits to the said Deceased in any wise belonging being first Sworn well and truly to Administer the same and also to exhibit into this Court a true and perfect Inventory of all the said Goods Chattels and Credits on or before the Eighth Day of February next ensuing and to render into this Court a true and just Account of all the Effects of the said Deceased on or before the Eighth Day of August which will be in the year of our Lord one Thousand Seven hundred and Ninety Two and we do by these Presents appoint you administrator of all and Singular the said Goods Chattels and Credits Given under the Seal of the said Court and under the Hands and Seals of Josias Dupre Porcher Esquire Mayor of Madraspatnam and of Mr. James Daly one of the Aldermen of Madraspatnam this Twenty Fourth Day of August Anno Domini 1791.-

G. Taylor Regr.

Jos. Dupre Porcher Mayor of Madraspatnam L. S.

Jas Daly One of the aldermen of Madraspatnam L. S.

Copy of Oath Administered to William Somerville Lemereck on the 8th day of August 1791.-

You Swear that you believe Ranjold Jackson died without making any Will that you are a friend to the said Deceased and that you will faithfully Administer his Effects by paying so far as the said Effects shall extend and the Law will oblige you and that you will Cause all the said Effects to be appraised and make a true and perfect Inventory of them at or before the Eighth Day of February next ensuing and likewise a true and just Account of this your Administratorship at or before the Eighth Day of August which will be in the Year of our Lord one Thousand Seven hundred and Ninety Two

So help you God

(721)

Filed the 30.th augst 1791.-

Dr ..... Estate of the late M.r

1780			
November..	1 To Amount Bond of this Date for the Payment of which two Houses are Mortgaged one in the Black Town the other in the Country, as p Bill of Sale at 10 p Cent p Annum	2489	15 4
1782			
April.....	20 To Amount of a Bond Dated this Day	150	-- "
1789			
Febry.....	16 To Interest on Pagodas 2489.. 15.. 4 from 1.st November 1780 to this Day is 8 years 3 Months 16 Days at 10 p Cent p Annum	2064	32 72
	To Ditto on Pagodas 150 from April 20 1782 to this Day is 6 years 9 Months & 28 Days at Ditto Interest	101	38 40
		L Pagodas 4806	2 32

Fort S.t George 16.th February 1789

Errors

N B Outstanding a House in the Black Town Valued about 800 Pagodas

R.t Maunsell
adm.r

Sworn to before me

Robt Ewing
alderman

Gideon Firth ——— Cr

1783
June ..... 27 By Amount of Cossijie Pallahs receipts for Cash received by him from Mr.
Snadgrass at Ganjam on account of the Estate Rupees 6545. 4. 10 Exa at
375 Rs. Pagodas Vizt

Amount of Arrears due by the Honorable Company to Mr. Firth as
Member of the Committee of Circuit from 1st. October 1786 to 20th May 1787.
Pags. 1858. 24 paid at the Exchange of Rs. 350 Pags. 6505 — .
Received of Mr. Maunsell due by him to the Estate 40. 4. 10

Rupees 6545. 4. 10
a Rupees 375 Pags 1745. 17. 30

1789
Febry ... 16 By Amount Sales of Mr. Gideon Firth's Garden House at Sanavorum by Public
Outcry at the Sea Gate ..... 611 — .
Deduct Sea Gate Register's fees ..... 30. 23. 8 — 580 12 72

By Interest on Pagodas 1745. 17. 30 from June 27. 1788 to this Day is 7 —
Months 21 Days @ 10 Pr Cent Pr annum ..... 111 41 71.

2437. 30 13

By Balance due to me this Day 2368 14 19

Pagodas ... 4806 2 32

Excepted
R. Maunsell
Admr.

Sworn to before me
Robt Ewing
Alderman

In the Name of God Amen I James Clark Captain in his Majestys Seventy fourth Regiment of Foot being in perfect Health and of Sound and Disposing mind Memory and understanding do make Publish and Declare this to be my last Will and Testament in manner and form following that is to say Iwill that all my Just and lawful Debts be first paid out of my Estate all the rest residue and remainder of my said Estate both real and Personal of what nature or kind soever or wheresoever the same may be that I shall or may be Possessed of Interested in or Intitled to at the time of my Decease I Give Devise and bequeath unto my Dearly beloved Mother Christian Clark of Glasgow her heirs and Executors but in the event of her dying before me then and in that case Igive and bequeath the same to my Dearly beloved Eldest Brother William Clark of Glasgow and to his heirs but in case of his Death as aforesaid to my youngest Brother Charles Clark in like manner and in case of the death of the three abovementiond Legatees then Igive devise and bequeath the same unto my friend James Gage Esquire Captain in His Majestys Seventy Sixth Regiment and to his heirs for ever Saving and excepting the Sum of Eight hundred Star Pagodas to be first laid out at interest upon good Security for the use and behoof of my natural Daughter Jane Clark the said principal Sum of Eight hundred Star Pagodas with such Interest as at the time may remain due thereon to be paid to the said Jane Clark at the time of her marriage or when she shall have attained the age of Eighteen years which ever shall first happen and occur and Iwill and declare that a further Sum of Two hundred Star Pagodas out of my foresaid Estate shall immediately after my death be sunk upon good Security at double Interest or such other rate as may be best had upon the Life of Nancy Hunter the mother of the said Jane Clark provided the said Nancy Hunter shall survive me and the said double interest to be regularly paid to the said Nancy Hunter during the whole and natural Course of her Life and in the event of the said Jane Clark dying unmarried and before the age of eighteen previous to her having received her aforesaid portion then and in that case I hereby direct that

for the use of her and her Heirs for ever and the remaining Six hundred to orwert and be paid to my then Heir together with the orisidue of my Estate as herein before mentioned and Lastly I do hereby nominate Constitute and appoint the said James Gage — Captain Dugald Campbell of the Twenty fourth Regiment William Balfour and John Hamilton of Fort Saint George Esquires to be Executors of this my Will hereby orevoking and orenaking orevid all and every other Will or Wills by me at any time or times heretofore made declaring this to be my last Will and Testament In Witness whereof I have to this my last Will and Testament Set my hand and Seal at Fort Saint George this Second Day of April in the year of our Lord one Thousand Seven hundred and ninety —

Signed Sealed Published and Declared / where no Stamped Paper is to be had / by the said James Clark as and for his last Will and Testament in the Presence of Us who have hereunto Subscribed Our names as Witnesses at the request of the said James Clark and in the presence of each Other — — — — — — — — — —

James Clark L. S.

Domingos Johnson

William Henry Pryce

Examined Compared and Carefully Collated with the Original Will proved in the Honble the Mayor's Court at Madraspatnam and attested to be a true Copy —

By the Mayors Court at Madraspatnam

Mayors Court

(L S)

Be It Known to All Men that on the Twenty third Day of August Anno Domini One Thousand Seven Hundred and Ninety One the last Will and Testament of James Clark late a Captain in his Majestys Twenty fourth Regiment of Foot Deceased was exhibited read and proved before this Court and Administration of all and Singular the Goods Chattels and Credits to the said deceased in any wise belonging and is hereby Committed to Messrs William Balfour & John Hamilton two of the Executors in the said last Will named, being first Sworn well and truely to administer the same, and to pay the lawfull Debts of the said Deceased and the Legacies in the said Will contained as far as the Goods Chattels and Credits of the said Deceased shall extend and the Law Oblige and also to exhibit into this Court a true and perfect Inventory of all and Singular the said Goods Chattels and Credits on or before the Twenty third Day of February next ensuing and to render into this Court a true and Just account of all the Effects of the said Deceased on or before the Twenty third Day of August which will be in the Year of our Lord one Thousand Seven hundred and Ninety Two Reserving a Power of Granting the like right of Executorship to James Gage a Captain in his Majestys Twenty Sixth Regiment and Captain Dugald Campbell of the Twenty fourth Regiment when they or either of them shall appear and apply for the same Given under the Seal of the said Court and under the Hands and Seals of Josias Dupre Porcher Esquire Mayor of Madraspatnam and of Mr Henry Readhead one of the Aldermen of Madraspatnam this third Day of September 1791.

G Taylor
Regr

Jos. Dupre Porcher Mayor of Madraspatnam

(L S)

Settled the 13th Septr 1791

The Estate of Charles Inglis Deceased in Account

D.r

1790		To Cash paid Funeral Charges	40 -- .	
		To Cash paid Baleja Row the Deceased Writer for attending to take an Inventory of the Goods	1 -- .	
		To Cash paid Madras Courier for advertising the Sale of the Deceased Effects	2 -- .	
June	28	To Ditto paid Mr Pilling for House Rent as p.r Bill delivered	379 15 .	
		To Ditto Mr. James Stuart Hall for Sundry disbursements made on account of the Estate	15 26 40	
		To Ditto paid for Repairing the Deceased's Watch as p.r Bill	2 -- .	
		To Ditto paid Servants one months Wages as p.r List	10 40 40	
July	4	To Ditto paid a Writer 3 months Wages on account of the Estate at 5 Pags p.r month	15 -- "	
		To Ditto paid Mr. L. Hall his Bill for Painters fees	38 10 --	
		To Ditto paid Register and Mayors their fees for administration as p.r Bill	9 1 --	
		To Ditto paid for Drawing Power of attorney to Mess.rs Hall & Chalmers	5 -- --	
March	7	To Ditto paid George Taylor attorney to James Taylor late Reg.r of the Mayors Court in part payment of his fees agreeably to an Order of the said Court Under date the 10 of October 1790 Ordering that all Bills Taxed by the Register Should be applied towards the discharge of James Taylor's fees being so much recovered from I Henry Salder of which had been deposited with Mr. I Taylor by the deceased as a Security for his fees	30 " "	
		To Ditto Ditto Ditto	578 6 --	
		To the amount of Mr Chalmers Bill of Costs in the Suit instituted against I West	46	
		To Cash paid Samuel Jones of Calcutta by his attorney Mr. Hugh Jones of Madras a dividend on two Bonds Executed by the Deceased each for the Principal Sum of 241.41.40 with Interest at 12 p.r Cent p.r annum	86 7 2	
		To Ditto paid Henry Swinhoe of Calcutta by his attorney George Baillie of Madras his Dividend on two Bonds Executed by the Deceased each for the Principal Sum of 210.. with Interest at the rate of 12 p.r Cent p.r annum	72 29 10	
		To Ditto paid Lieut. James James his dividend on a Bond Executed by the Deceased for the Principal Sum of 300 " " with Interest @ 12 p.r Cent p.r annum	50 25 48	
		To Commission on Pagodas 1008.42.60 @ 5 p.r Cent	50 20 -.	
		To Cash paid Postage for Sundry Letters	1 3 -.	
			1031 26 60	
		To Ballance due to the Estate	27 16 -.	
			Pagodas 1058 42 60	

Current with John Inglis the Administrator

1790 June	28	By Cash orecaived from Sea Gate Register on account of the Sale of the Effects of the Deceased	800	36 60
		By Ditto for a Gold Watch	50	" "
		By Cash orecaived from John Henry Salder being the amount of his Bill of Costs	30	" "
		By Ditto orecaived from the administratrice of Sct Averett deceased being the amount of Bill of Costs	178	6 "
		Pagodas	1058	42 60

Sworn to before me
this 5 Sept 1791
Jos: Dubré Pourcher
Mayor

John Inglis
Administrator of Charles Inglis

In the Name of God Amen I Robert Burrington of Chudleigh in the County of Devon now of Madras mariner being sick and weak in body but of a sound mind memory and understanding do publish & make this my last Will & Testament in manner and form following (to wit) I give and bequeath unto Miss Mary Chapman (commonly called Mrs Burrington) all my goods Chattels household furniture, plate and wearing apparel to dispose of as she shall any way think proper I also give and bequeath to the aforesaid Miss Mary Chapman all such Sums of money, as may be due to me at my decease from my brother (The Reverend Gilbert burrington vicar of Chudleigh in the County of Devon) in Consideration of money lent to me by her to the amount of three hundred pounds which three hundred pounds I desire may be paid back into her hands, in manner and form she shall think proper to direct Item I bequeath to my dearly beloved nephew all the residue of my estates whatever they may be at my Decease and I hereby nominate and appoint Lawrence Boden Esqr. Thomas Stephens executors of this my will and Testament hereby revoking all

In the Name of God Amen I Robert Burrington of Chudleigh in the County of Devon now of Madras mariner being sick and weak in body but of a sound mind memory and understanding do publish & make this my last Will & Testament in manner and form following (to wit) I give and bequeath unto Miss Mary Chapman (commonly called Mrs Burrington) all my goods Chattels household furniture, plate and wearing apparel to dispose of as she shall any way think proper I also give and bequeath to the aforesaid Miss Mary Chapman all such Sums of money, as may be due to me at my decease from my brother (The Reverend Gilbert burrington vicar of Chudleigh in the County of Devon) in Consideration of money lent to me by her to the amount of three hundred pounds which three hundred pounds I desire may be paid back into her hands, in manner and form she shall think proper to direct Item I bequeath to my dearly beloved nephew all the residue of my estates whatever they may be at my Decease and I hereby nominate and appoint Lawrence Boden Esqr. Thomas Stephens executors of this my will and Testament hereby revoking all

former

755

The Mayors Court at Madraspatnam

L.S. To Myla Comarapah Moodelly a Bond Creditor to the Estate and Effects of Chapah Ninuapah Moodelly Deceased Send Greeting

Whereas the said Chapah Ninuapah Moodelly having Departed this Life Intestate We desirous that the Goods Chattels and Credits of the said Deceased be well and truly Administered and Disposed of and that the Credits of the said Deceased be Demanded and received and all his just Debts paid as far as his Goods Chattels and Credits shall extend and the Law oblige Do hereby relying on your Fidelity Commit to your the Administration of all and Singular the Goods Chattels Chattels and Credits to the said Deceased in any wise belonging being first Sworn well and truly to administer the same and also to exhibit into this Court a true and perfect Inventory of all the said Goods Chattels and Credits on or before the Twenty Seventh Day of February next ensuing and to render into this Court a true and just account of all the Effects of the said Deceased on or before the Twenty Seventh Day of August which will be in the year of our Lord One Thousand Seven hundred and Ninety Two And we do by these Presents appoint You Administrator of all and Singular the said Goods Chattels and Credits Given under the Seal of the said Court and under the Hands and Seals of Josias Dupre Porcher Esquire Mayor of Madraspatnam and of Mr. Henry Readhead one of the aldermen of Madraspatnam this Fourteenth Day of September Anno Domini 1791.

Mayors Court

G. Taylor Regr.

Jos. Dupre Porcher Mayor of Madraspatnam L.S.

Copy of Oath Administered to Myla Comarapah Mordelly on the 27th Day of August 1791.-

You Swear that you believe Chapah Nineapah Mordelly Died without making any Will that you are a Bond Creditor to the said Deceased that you will faithfully Administer his Effects by paying Debts so far as the said Effects shall extend and the Law will oblige you and that you will Cause all the said Effects to be appraised and a true and perfect Inventory of them at or before the Twenty Seventh Day of February next ensuing and likewise a true and just account of this your Administratorship at or before the Twenty Seventh Day of August which will be in the year of our Lord one thousand Seven hundred and Ninety Two

So help you God

In the Name of God Amen I Robert Burrington of Chudleigh in the County of Devon now of Madras Mariner being sick and weak in body but of a sound mind memory and understanding do publish & make this my last Will & Testament in manner and form following (to wit) I give and bequeath unto Miss Mary Chapman (Commonly called Mrs Burrington) all my goods Chattels household Furniture, plate and wearing apparel to dispose of as she shall any way think proper I also give and bequeath to the aforesaid Miss Mary Chapman all such Sums of money, as may be due to me at my decease from my brother (The Reverend Gilbert burrington vicar of Chudleigh in the County of Devon) in Consideration of money lent to me by her to the amount of three hundred pounds which three hundred pounds I desire may be paid back into her hands, in manner and form she shall think proper to direct Item I bequeath to my dearly beloved nephew all the residue of my estates whatever they may be at my Decease and I hereby nominate and appoint Laurence Bowden Esqr. Thomas Stevens executors of this my will and Testament hereby revoking all former

757

former will and wills by me hetherto made In Witness whereof I have hereto set my hand
and Seal.—

Robert Burrington (L.S.)

Witnesses
Ch. Casimire

"Endorsument on the Back of the Will"
The last Will and
testament of Robert
Burrington

Examined Compared and Carefully Collated with the Original Will Proved in the Honble the Mayor's Court at Madraspatnam and attested to be a true Copy—

By the Mayors Court at Madraspatnam

L.S.

Be It Known to all Men that on the Sixteenth Day of August Anno Domini One Thousand Seven hundred and Ninety One the last Will and Testament of Robert Burrington Deceased was exhibited oread and proved before this Court and Administration of all and Singular the Goods Chattels and Credits to the said deceased in any wise belonging was and is hereby Committed to Messrs. Lawrence Bowden and Thomas Stephens Executors in the said last Will named, being first Sworn well and truely to administer the same, and to pay the lawfull Debts of the said Deceased and the Legacies in the said Will contained as far as the Goods Chattels and Credits of the said Deceased shall extend and the Law Oblige, and also to exhibit into this Court a true and perfect Inventory of all and Singular the said Goods Chattels and Credits on or before Thirteenth Day of March next ensuing and to render into this Court a true and Just account of all the Effects of the said Deceased on or before the Thirteenth day of September which will be in the year of our Lord One Thousand Seven hundred and Ninety Two Given under the Seal of the said Court and under the Hands & Seals of Josias Dupre Porcher Esqr Mayor of Madraspatnam and of Mr. Henry Readhead

Mayors Court

Readhead one of the Aldermen of Madraspatnam this Fifteenth Day of September 1791

G Taylor
Regr.

Jos. Dubré Porcher Mayor of
Madraspatnam
L.S.

H Readhead One of the aldermen
of Madraspatnam
L.S.

Copy of Oath Administered to Messrs Lawrence Bowden and Thomas Stephens on the 13 day of September 1791 –

You Swear that you believe this to be the Last Will and Testament of Robert Burrington Deceased and that you are the Executors therein named and that you will faithfully Execute the said Will by paying Debts and Legacies so far as the said Effects will Extend and the Law will oblige you and that you will cause all the said Effects to be appraised and make a true and perfect Inventory of them at or before the Thirteenth day of March next ensuing and likewise a true and just account of this your Executorship at or before the Thirteenth Day of September which will be in the year of our Lord one thousand Seven hundred and Ninety Two

So help you God

759

Bangalore 14 July 1791

In the Name of God Amen

I Samuel Groves Lieutenant Fire Worker in the 1st Battalion Coast Artilly being in a Weak and low state of Health of a sound memory Do make this my last Will & Testament annulling all others

Item I give and bequeath my Sister Mary Groves living in old Cavindish Street Number Seven the whole of my Prize Money that is due to me from the different Captures made in the Enemies Country and also whatever Money that may arise from the sail of my effects I do hereby authorize Captain Wm Bazett Isack of the 2nd Battalion of Artillery to be my Executor to this my last Will & Testament

And do hereby put my Hand and Seal in the Presence of

James Thacker
W Tacke } Witnesses

his
Samuel ✠ Groves
Mark

L. S.

"Endorsement on the Back of the Will"

Lieutenant Wm Groves
Last Will & Testament

Examined Compared and Carefully Collated with the Original Will Proved in the Honble the Mayors Court at Madraspatnam and attested to be a true Copy

The Mayor's Court at Madraspatnam

L.S. Be It Known to all Men that on the Thirteenth Day of September Anno Domini One thousand Seven hundred and Ninety One the last Will and Testament of Samuel Groves late a Lieutenant Fire Worker in the Honble Company's Service Deceased was exhibited oread and proved before this Court and Administration of all and Singular the Goods Chattels and Credits to the said deceased in any wise belonging was and is hereby Committed to Captain William Bazett Isacke Sole Executor in the said last Will named, being First Sworn well and truely to administer the same and to pay the lawfull Debts of the said Deceased and the Legacies in the said Will Contained, as far as the Goods Chattels and Credits of the said Deceased shall extend and the Law Oblige, and also to exhibit unto this Court a true and perfect Inventory of all and Singular the said Goods Chattels and Credits on or before the Thirteenth Day of March next ensuing and to render into this Court a true and Just Account of all the Effects of the said Deceased on or before the Thirteenth Day of September which will be in the year of our

Mayors Court

Lord One Thousand Seven hundred and Ninety Two Given under the Seal of the said Court and Under The Hands and Seals of Josias Dulre Porcher Esquire Mayor of Madraspatnam and of Mr. William Webb One of the Aldermen of Madraspatnam this Nineteenth Day of September 1791.

G. Taylor Regr.

Mayor of
Jos. Dulre Porcher
Madraspatnam
L. S.

One of the aldermen
Wm Webb
of Madraspatnam
L. S.

Copy of Oath Administered to Captain William Bazett Isacke on the 13th Day of September 1791.

You Swear that you believe this to be the Last Will and Testament of Samuel Groves Deceased that you are Sole Executor therein named and that you will faithfully Execute the said Will by paying Debts and Legacies so far as the said Effects will extend and the Law will oblige you and that you will Cause all

the said Effects to be appraised and make a true and perfect Inventory of them at or before the Thirteenth Day of March next ensuing and likewise a true and Just Account of this your Executorship at or before the Thirteenth Day of September which will be in the year of our Lord One Thousand Seven Hundred and Ninety Two

So help you God

763

Filed the 20 Sept.r 1791.—

The Estate of the late M.r Theo.s Ivie Taner in Account Current

1790 September	21	To amount of 20 Lottery Tickets sold by the late M.r Taner at Wallajabad	200..	..
	22	To Cash paid House rent due	38	39 ..
	"	To Cash paid Servants Wages	44	11 20
	25	To Cash paid Cooly hire on Effects from the Black Town	3	39
Oct.r	12	To amount paid annambalum Rama naig a mortgage Creditor in part of his demand	2340	32 60
	15	To Cash paid M.r Hamilton for Drawing affidavit respecting the Capture of the Sloop Chengleput at Madras	3	.. ..
	23	To Cash paid the Gardiners Wages p.r August & September	4	.. ..
			2	33 60
Nov.r	11	To Cash paid Cooley hire on Sundries to the Outery		
	15	To Cash paid M.r Attorney Hamilton for his attendance	39	7 ..
	22	To Cash paid M.r Mackays Order for defraying the Expences of erecting a Tomb to the Deceases Memy	75	.. ..
	23	To Cash paid Godown Rent p.r 45 Days	10	22 60
Dec.r	11	To Cash paid Coopiah Moramin his Pay as p.r Oath taken before the Mayor	150	.. ..
		To 25 Novembr last Paid Cart hire of Sundries from Wallajabad	8	.. ..
	28	To Cash paid Ensign O niels Draft favor James Munro	100	.. ..
	31	To Postage of Letters	7	8 ..
		To Interest due on the above at 12 p.r %	74.	2. 61.
		To Balance in favor of the Estate	1239.	9. 55
		Star Pagodas	4340	37 76

764

with Josias Du Pré Porcher Esqr. Executor .....

...sunt Current due to the late Mr Faner	193 10 50
...e late Mr Faners Share of Sadras Prize Money as Commissary	2,199 9 72
2 Prints of 20 Pags. are Nos 2,276 & 8	36 — —
...d for a Balance due by Lieut Mayspather	42 18 —

...hands of Messrs Porcher Rutledge & Gardener being ...

on a M... Vicate ...

drawn ...

for Outer ...

the above ...

...mmitted to Geoge Ryan ...

...wise belonging wns and is hereby ... Will ... Executors ...

...in the said Last Will named being first Sworn well, and ...

...the same, and to pay the Lastfull Debts of the said Deceast and the ...

...said Will contained as far as the Goods Chattels and Credits of the said ...

...and the Law Oblige, and also to exhibit into this Court above ...

...and Singular the said Goods Chattels and Credits ...or ...before ...

...Must ensuing and to render into this Court above and ...

...Deceast on or before the Twenty third Day of ...

...of our Lord One Thousand Seven Hundred and Ninety ...

...the like right of Executorship to Sams Watts ...

...Commanded to ...

...Chamberlayne ...

...Know all men ...

...Commissary of Affairs of Prize ...

...Greeting ...

...Whereas ...

...Deceast ...

...Seven ...

...Dominus ...

...Witness ...

...Day of ...

...Seven ...

...Seven ...

...Seven

1790

May — 4 To amount paid Mr. Hamilton Rowed esqr in a Mortgage Bond Executed in fav.r of the Deceased 1130 2 60

19 To Cash paid the Bailie Conicoply Sircar & Water Woman Wages ..... 16 23 . .

Febry — 17 To amount paid Mr. John Turing for Interest due on Mrs Sanders Marriage Settlement from Mr Sanders Death ..... 80 40 . .

24 To Cash paid a Writer from 1.st October last @ 31.st January last five 4 months @ 10 Pag.s each ..... 40 . .

March — 21 To Cash paid Mr. John Wynch for Balance in full due to the Company 168 18 47

April — 8 To Cash paid for Probate of his Will ..... 4 12 . .

May — 1 To Balance in favr of the Estate 1158 36 8

Star Pagodas 2599 6 35

1791

May — 2 To Cash paid to a Writer an attendance of 10 Pag.s pr Month from 1.st February last @ 30 Ultimo ..... 30 . . .

6 To Cash paid Messrs Chase Parry & Co a Dividend on Pagodas 1000 on account of the Deceased's Bond to Mr. W A Dobbyn 150 14 23

To amount paid a Dividend as above on account of a Bond to Mr. Mathew Fuder ... 102 13 18

To amount a Dividend as above on Account of a Bond to Mr. George Faswell 124 23 32

14 To Cash paid for advertizements in the Curiot ..... 1 3 . .

Carried Over ..... 408. 11. 73.

1791

Janry	1	By Balance due to the Estate this Day		1239 9 55
	7	By amount received from the Carnatic Bank for Balance due		10 34 69
	10	By Cash received from Mr Shardon for an old Boat		16 .. .
	18	By amount due from Captain Wahab		60 .. .
Febry	17	By Cash recvd from John Turing for Balance of Interest due by him on Mr Faners Marriage Settlement		330 .. 59
	28	By amount of 5 years Interest on a Madras Certificate Nr 640 exchange for Bengal Bonds or received by Messrs Porcher Redhead & Gardiner Qtts 3542 6 4 @ 105 Qtts p % 809 36 65		
		Interest due thereon from 10th Instant 4 33 15		814 2 28
		By Cash received amount Oliver Coll Draft on B. Roebuck Camp & Interest		100 .. .
March	28	By Cash received from the Company for Mr Faners Salary from 25 March @ 25 September 1790 12 17 12		
		Deduct for the Civil Fund 15		28 17 12
		Star Pagodas		2599 6 35

1791

May	1	By Balance in favor of the Estate this day		1158 36 8
	31	By Cash received for the late Mr Faners Diet Money from 1st March @ 31 Augt 91 Rupees 51 4 70 or Qtts 186 6 57		
June	28	By Cash received for Captain Robert Hopes note of hand & Rupees 100 or Qtts 365 .. .		
July	24	By Cash received for Sales of Qtts 551 6 57 @ 365 p %		151 4 ..
		Carried Over		1309 40 8

767

1791

			Brought Over	408. 11. 73.	
June	16	To Cash paid for advertisements in the Courier		1 3 . .	
Augt	11	To Cash paid to a Writer an allowance of 10 Pagodas p Month from 1st may @ 31 ultimo		30 . . .	
	29	To amount paid a Dividend due on Bond to the late Capt Jos. Slipper of Pags 1200.	533.31.29		
		To amount paid a final Dividend in full of Principal & Interest of the above	953.11.26	1487 6 55	
		To amount of a Dividend due on Bond to Challa Ponea Chitty of Pags 200	88.20.52		
		To amount of a final Dividend in full of Principal & Interest of the above	264.37 14	953 35. 72.	
September	1	To amount of any Commission of 5 p% upon Pagodas 3145. 30. 37. received on account of the Estate		107 14 11	
		To Cash paid Messrs Hall & Hamilton for Law Charges of taking Inventory of the Estate		14 28 . .	
		To Postage of Letters		4 7 37	
		To Balance to devide amongst the Simple Contract Creditors whose Claim amount to Pagodas 6538. 32. 46 which yields a Dividend of about 34 p%		2230 14 . .	
			Star Pagodas	1936 33 62	

12	To amount paid in full of Mr. Taner's Bond of the 1st Augt 96 to Mr. William Jackson p Pagodas 1366. 28 as p a/c			1144 16 20	
20	To Balance in favor of the Estate			1085 39 60	
			Star Pagodas	2230 14 . .	

Errors Excepted
Fort St. George 20 September 1791
Jos. du Pre Porcher
Exr. to the Estate of T. T. Taner deceased.

Sworn to before me in
Fort St. George this 20th Day of September 1791 -
Jas. Call
Senr. Alderman

			Brought Over		1309. 40. 8.
1791					
Augt.	20	By amount of My Bills upon Porcher Redhead & Gardens @ 30 D/S 1 Sett/ for Cts	3912. 8. 1		
		1 Sett/ for Cts	1087. 1. 4		
		Cts	4999. 9. 5 @		
		370 Cts ₱ ₰			1261. 6. 14.
Sept.	1	By amount of my Bills upon Messrs. Porcher Redhead & Gardiner @ D/S Cts 5913 @			
		365 ₱ ₰			1500—. .
		By amount of my Bills upon Messrs. Porcher Readhead & Gardener @ 30 D/S for Cts			
		3449. 4. 7 @ 365 Cts ₱ ₰ in full for the Balance of Cash in their Hands			875 29 40
			Star Pagodas		1936 33 62
	5	By Balance due on the last Account			2230 14—.
			Star Pagodas		2230 14—.

Stuart Hall
for himself &
John Hamilton
} Prop.rs

Filed 20 Sept^r 1791 —

To the Honble the Mayors Court in its Capacity of Kings Ordinary —

In the matter wherein Balkistnama Chitty Executor of Tanjore Ramasawmy Chitty Deceased is Proponent and Daniel Read is opponent

The Affidavit of James Stuart Hall one of the Proctors of this Honble Court

This Deponent maketh Oath and saith that Thomas Thomas is a Witness necessary to be produced in the above matter on the part of the above named Opponent and that this Deponent verily believes that the Deposition the said Thomas Thomas can give will be of the most material consequence to the cause of the Opponent and this Deponent says that one delay is occasioned or intended

Stuart Hall

Sworn to in Court
this 20th Sept^r 1791 —
G. Taylor Reg^r

Stuart Hall for himself & Proctors for Opp^t
Jn° Hamilton

1771

In the Name of God Amen

I John Everitt being sound in mind but weak in body do make my last Will & Testament viz.

I Leave My Son Peter Charles Everitt My Horse my New Close with my Two Swords and the Money due from Captain Hammond to me. My Palenkin and Silver things I leave to my Daughter Mrs. Leighton Rest of all my Effects I Leave to my Son John Samuel Everitt and Miss Mary Magdalin Everitt — And also I leave to my Woman Anley Machantoch one Hundred Star Pagodas I do request of my Dear friends Colonel M Martin & Captain Thos. Leighton to take care of my Effects and see Justice done to my two Orphan Children, I do Leave said Colonel Martin & Captain Leighton my Executors to this my last Will — As Witness I put my hand & Seal this Fifth Day of June in the year of our Lord one Thousand Seven hundred and Ninty one — in the Garrison Palamcotah

Witness
Thos. Leighton
J. Baggott

J Everett L.S.

Examined Compared and Carefully Collated with the Original Will Proved in the Honble the Mayors Court at Madraspatnam and attested to be a true Copy. —

By the Mayors Court at Madraspatnam

L. S.

Be It Known to all Men that on the thirteenth Day of September Anno Domini One Thousand Seven hundred and Ninety one the Last Will and Testament of John Everett Deceased was exhibited read and proved before this Court and Administration of all and Singular the Goods Chattels and Credits to the said Deceased in any wise belonging was and is hereby Committed to Captain Thomas Leighton one of the Executors in the said last Will named, being first Sworn well and truely to administer the same, and to pay the lawfull Debts of the said Deceased and the Legacies in the said Will contained as far as the Goods Chattels and Credits of the said Deceased shall extend and the Law oblige, and also to exhibit into this Court a true and perfect Inventory of all and Singular the said Goods Chattels and Credits on or before the thirteenth Day of September next ensuing and to render into this Court a true and just Account of all the Effects of the said Deceased on or before the thirteenth Day of September which will be in the Year of our Lord one Thousand Seven hundred and Ninety Two Reserving a Power of Granting the like right of Executorship to Colonel M. Martin the other Executor in the said Will named when he shall appear and apply for the same Given under the Seal of the said Court and under the Hand and Seals of Josias Dupre Porcher Esquire Mayor of Madraspatnam and of Mr. Henry Readhead one of the Aldermen of Madraspatnam this Twenty first Day of September 1792.

Mayors Court

G. Taylor Regr.

Jos. Dupré Porcher Mayor of Madraspatnam (L.S.)

Hy. Readhead One of the Aldermen of Madraspatnam (L.S.)

7/71

In the Name of God Amen

I John Everitt being sound in mind but weak in body do make my last Will & Testament viz.t

I Leave My Son Peter Charles Everitt My Horse my New Close with my Two Swords and the Money due from Captain Hammond to me. My Palenkin and Silver Things I leave to my Daughter Mrs. Leighton Rest of all my Effects I Leave to my Son John Samuel Everitt and Miss Mary Magdalin Everitt_ And also I leave to my Woman Anley Machantoch one Hundred Star Pagodas I do request of my Dear friends Colonel M Martin & Captain Thos. Leighton to take care of my Effects and see Justice done to my two Orphan Children, I do Leave said Colonel Martin & Captain Leighton my Executors to this my last Will_ As Witness I put my hand & Seal this Fifth Day of June in the year of our Lord one Thousand Seven hundred and Ninty one _ in the Garrison Palamcotah

Witness

Thos. Leighton

J. Baggott

J Everett L.S.

Examined Compared and Carefully Collated with the Original Will Proved in the Hon.ble the Mayor's Court at Madraspatnam and attested to be a true Copy._

By the Mayors Court at Madraspatnam

L. S.

Mayors Court

Be It Known to all Men that on the thirteenth Day of September Anno Domini One Thousand Seven hundred and Ninety one the Last Will and Testament of John Everett Deceased was exhibited read and proved before this Court and Administration of all and Singular the Goods Chattels and Credits to the said Deceased in any wise belonging was and is hereby Committed to Captain Thomas Leighton one of the Executors in the said last Will onamed, being First Sworn duly and truely to administer the same, and to pay the Lawfull Debts of the said Deceased and the Legacies in the said Will contained as far as the Goods Chattels and Credits of the said Deceased shall extend and the Law oblige, and also to exhibit into this Court a true and perfect Inventory of all and Singular the said Goods Chattels and Credits on or before the thirteenth Day of September next ensuing and to render into this Court a true and just Account of all the Effects of the said Deceased on or before the thirteenth Day of September which will be in the year of our Lord one Thousand Seven hundred and Ninety Two Reserving a Power of Granting the like right of Executorship to Colonel H. Marting the other Executor in the said Will onamed when he shall appear and apply for the same Given under the Seal of the said Court and under the Hand and Seals of Josias Dupre Porcher Esquire Mayor of Madraspatnam and of Mr. Henry Readhead one of the Aldermen of Madraspatnam this Twenty first Day of September 1792.

Taylor Regr.

Jos. Dupré Porcher Mayor of Madraspatnam L. S.

H.y Readhead One of the Aldermen of Madraspatnam L. S.

773

Copy of Oath Administered to Captain Thomas Leighton on the 13th. day of September 1791.

You Swear that you believe this to be the Last Will and Testament of John Everett Deceased that you are one of the Executor therein named and that you will faithfully Execute the said Will by paying Debts and Legacies so far as the said Effects will extend and the Law will Oblige you and that you will Cause all the said Effects to be appraised and make a true and perfect Inventory of them at or before the thirteenth Day of March next ensuing and likewise a true and just Account of this your Executorship at or before the thirteenth Day of September which will be in the Year of our Lord one Thousand Seven hundred and Ninety Two

So help you God

Filed 27 Sept^r 1791

An Inventory of the Goods Chattels Effects and Credits of Charles Mills Deceased which Since his death have Come into the hands Possession or Knowledge of Wm Geo: Baillie Administrator of the said Deceased

1 Shaving Box
1 Watch
1 Ditto
1 Ditto
1 Gold Watch & Chain
1 Box Carpinter Tools
1 Table with Sundries
a Lott of Shoes & Boots
1 Pair of Buckles
1 Ring
1 Breast Pin
1 Pair Scales
2 Scissars 1 Knife & 1 Snuffer
1 Sword
1 Silver Plate 1 Smirah Case &c
1 Musquet
1 Box of fish Thread
1 Ditto Watch Keys
1 Spying Glass
6 Coats
1 Dress Waistcoat
5 Breeches
1 Curtain
a Lott of Handkerchiefs & Neckcloth
a Lott Cloaths
1 Ditto Ditto
Lott of Towels
5 Table Cloth
1 Empty Chest
1 Ditto Ditto
1 Ditto Ditto
3 Table Cloths
7 Handkerchiefs
1 Palampore

Geo Baillie
Admr

Sworn to before me this 26 Sept^r 1791
Jos Dulre Porcher
Mayor

G Palmer
Proctor

Dr. The Estate of Charles Mills Deceased in Account Current with Wm George Baillie Admor. & Cr.

To Cash paid to Proctor and Notary for taking an Inventory and Sealing up the Effects of the Deceased and obtaining Letters of Administration to the Estate as p/ Bill	36	28	-
To Ditto paid for Funeral Charges	17	1	10
To Ditto paid Servants 1 Month Wages	5	-	-
To Ditto paid Sundry Small Bills for House Rent &c. the Effects of the deceased being retained by way of Security	8	22	-
To Ditto paid for Redeeming a Gold Watch which had been pledged by the Deceased	50	-	-
To Ditto paid Commission on Pgs. 176 @ 5 p% Ct	8	36	-
To Ditto Medical attendance on the Deceased during his Long illness	40	-	-
To Cash ore tenus in hand for the for the Purpose of Discharging the Proctor & Registers Bill	10	2	70
Pagodas	176		

Fort St George this
E E &c
Geo Baillie
Admr

By Cash received from the Sea Gate Register being the amount of the Deceased Effects Sold at Public Outcry — 176 - -

Pagodas 176 - -

Sworn to before me in
Fort St George this 26 day of September 1791
Jos. Dulre Porcher
Mayor

G Chalmer
Proctor

777

Filed 27th September 1791 -

Dr The Estate of John Buncle Deceased in account Current

1784					
December	17	To my Balance of a Bill of Exchange taken by the Deceased on his own account and drawn in his favor ℔ account		334. 9. 3	
		To Interest on the above Sum for 6. 9. 13 at 12 ℔ Cent is		271. 11. 76	
			Amt Rupees 606. 8. 79.		
		Exchange at 365 ℔ of Pag.s is			166 1 2
1786					
July	25	To 21 Dozens of Brandy @ 2¼ Pag.s ℔ Dozen		47. 11 20	
		To 20 ℔ of Indigo		11 38 11	
					59 4 31
1790					
Oct.r	1	To Interest on the Sum last stated for 4 years 2 mos ℔ 5 Days at 12 ℔ Cent ℔ annum to this Date		29 10. 22	
		To Mr Popham's ℔ Bill of Costs as Settled by the arbitrators		21 15 40	
		To postage of Letters		1 5 .	
		To my Commission on Pag.s 738_16_23 at 5 ℔ Cent		36 38 60	
		To Cash paid Mr. Popham and Registers fees for letters of Administration		19 39 .	
		To Ditto for delivering the account Current ℔ making attested Copy thereof		18 40 .	
				352 27 75	
		To Balance		385 30 28	
				Pagodas	738 16 23

Madras September 1st 1791 -

Sworn in Madras this 3d Day of September 1791
Before me
Jos Dubre Porcher
Mayor

Errors Excepted
℔ E Kimmo

with Erskine Nimmo — — —

779

Filed the 27 Sept^r 1791 -

Know all Men by these Presents that I Swandah Chitty alias Coombro Chitty of Madras Inhabitant Son and Heir of Terrorumbala Chitty Coollapah Chitty late of the same place Merchant Deceased being now Eighteen years of age have Elected and Chosen and by these Presents do elect and Chuse Chitten Canagahah Chitty Ponnambala Chitty also of the same Place Merchant to be Guardian of my Person and Estate untill I shall attain the age of Twenty one years and Ido hereby promise to be ruled by him in all things touching my Welfare and Estate and Authorize and empower the said Chitten Canagahah Chitty Ponnambala Chitty on my behalf to apply for and procure Letters of Administration to the Estate and Effects of my said Father Terrorumbala Chitty Coollapah Chitty Deceased and the same to retain and keep during my said Minority and to enter upon take possession of and receive all manners of Houses Lands or other Estate whether real and personal whereunto I have or may have any right and Title for my use and Benefit during the aforesaid Term giving and hereby Granting unto the said Chitten Canagahah Chitty Ponnambala Chitty my full power in the said Premises and whatsoever he shall Lawfully do or Cause to be done in the premises by virtue hereof Ido hereby promise to Ratify and Confirm In Witness whereof I have hereunto Set my hand and Seal in Madras this Nineteenth Day of September in the year of our Lord one thousand Seven hundred and Ninety one.

/Signed/ Swandah Chitty Coombro Chitty (L.S)

Signed Sealed and Delivered
where no Stamped Paper is to be had
in the Presence of
Sydahpettah Sawmy Chitty
Vencatachellum

True Translation as near as can be from the Malabar Language.

Pinganaudomy
Interpreter

Know all Men by these Presents, that I George Barclay Lieutenant in the Honourable East India Companys Military Establishment on the Coast of Coromandel do hereby make and constitute this my last Will and Testament I leave and bequeath to Lucy Barclay now residing in Ganjam and in Case of her Death to Mrs. John Tyrell of the same place (excepted four Rupees per month to be paid to the mother of the said Lucy Barclay) all and whatever Money Goods or other valuables which I may die possessed of And I do hereby constitute and appoint Thomas Snodgrass and James Richardson Esqrs. of Ganjam the Executors of this my last Will and Testament In witness whereof I have hereunto set my hand and Seal this eleventh Day of April in the year of our Lord one Thousand Seven hundred and Ninety one, in the Garrison of Trechinopoly.

Geo Barclay

Maitland
James Leith } Witnesses

This is to Certify that this is the Paper which Messrs. Snodgrass & Richardson attested to believe to be the last Will and Testament of the late Lieut. Geo Barclay before us on the 7 September 1791. —

H Crawford

Edward Hare

Examined Compared and Carefully Collated with the Original Will proved in the Honble the Mayors Court at Madraspatnam and attested to be a true Copy. —

By the Mayors Court at Madraspatnam

L. S.

Be It Known to all Men that on the Sixteenth Day of August Anno Domini One thousand Seven hundred and Ninety one the last Will and Testament of Gurge Barclay late a Lieutenant in the Honble East India Companys Service Deceased was exhibited read and proved before this Court and Administration of all and Singular the Goods Chattels and Credits to the said Deceased in any wise belonging was and is hereby Committed to Messrs. Thomas Snodgrass and James Richardson the Executors in the said last Will named being first Sworn well and truly to administer the same and to pay the lawful Debts of the said deceased and the Legacies in the said Will contained as far as the Goods Chattels and Credits of the said Deceased shall extend and the Law oblige and also to exhibit into this Court a true and perfect Inventory of all and Singular the Goods Chattels and Credits on or before the Seventh Day of March next ensuing and to render into this Court a true and Just Account of all the Effects of the said Deceased on or before the Seventh Day of September which will be in the year of our Lord one Thousand Seven hundred and Ninety Two Given under the Seal of the said Court and under the Hand and Seals of Josias Dupre Porcher Esquire Mayor of Madraspatnam and of Mr. Henry Readhead one of the aldermen of Madraspatnam this Twenty Ninth Day of September 1791 -

Mayors Court

G. Taylor Regr.

Jos. Dupré Porcher Mayor of Madraspatnam

L. S.

H. Readhead One of the aldermen of Madraspatnam

L. S.

783

Copy of Oath Administered to Messrs Thomas Snodgrass & James Richardson on the 7th Day of September 1791 -

You Swear that you believe this to be the Last Will and Testament of George Barclay Deceased and that you are the Executors therein named and that you will faithfully Execute the said Will by paying Debts and Legacies so far as the said Effects will extend and the Law will Oblige you and that you will Cause all the said Effects to be appraised and make a true and perfect Inventory of them at or before the Seventh Day of March next ensuing and likewise a true and just account of this your Executorship at or before the Seventh Day of September which will be in the year of our Lord one Thousand Seven hundred and Ninety Two

So help you God

In the Name of God Amen

I Thomas Lord Surgeon in the Service of the Honble East India Company desirous that my Estate may as justly be disposed of to the benefit of my Survivors as the present times gives me opportunity of recollecting Do will and bequeath to Catharina my Servant such monthly allowance as my Executors hereafter mentioned may judge necessary for her decent support having at all times behaved herself worthy of my Esteem during her natural Life I also give to the eldest Son of the said Catharina one Thousand Pagodas to be disposed of for his Sole benefit as my Executors may judge most prudent And to her Youngest Son I give the Sum of Five Hundred Pagodas to be disposed of in like manner. The residue of my Fortune to my mother during her life and the reversion of the whole to be equally devided between my Brother The Revd Henry Lord and my youngest Sister Mary Lord

of Northian in the County of Sussex—
Lapsoint William Dicksin Esq^r Captain
Robert Crother and Lieutenant Orton any Sole
Executors holding them in the highest Esteem
for vertue and Honor—

Witness
Tho^s Lord Thos Beckett
Jos^h Mayde

Sep^r 30^th 1790
Camp Thawoor

Examined Compared and Carefully Collated with the Original Will proved in the Hon^ble the Mayor's Court at Madrashatnam and attested to be a true Copy.—

By the Mayors Court at Madraspatnam

L. S.

Mayors Court

Be It Known to all Men that on the Twenty Seventh Day of September Anno Domini One thousand Seven hundred and Ninety one the last Will and Testament of Thomas Lord late a Surgeon in the Service of the Hon^ble East India Company Deceased was exhibited read and proved before this Court and Administration of all and Singular the Goods Chattels and Credits to the said Deceased in any wise belonging was and is hereby Committed to Captain Robert Crother one of the Executors in the said Last Will named being first Sworn well and truely to administer the same, and to pay the lawfull Debts of the said Deceased and the Legacies in the said Will contained, as far as the Goods Chattels and Credits of the said Deceased shall extend and the Law oblige, and also to exhibit into this Court a true and perfect Inventory of all and Singular the said Goods Chattels and Credits on or before the Twenty Seventh Day of March next ensuing and to render into Court a true and just Account of all the Effects of the said Deceased on or before the Twenty Seventh Day of September which will be in the year of our

1785

Lord one Thousand Seven hundred and Ninety Two Reserving a Power of granting the like right of Executorship to the other Executors in the said Will named when they shall appear and apply for the same Given under the Seal of the said Court and under the Hands and Seals of Josias Dupre Porcher Esquire Mayor of Madraspatnam and of Mr Henry Readhead one of the Aldermen of Madraspatnam this Twenty Ninth Day of September 1791 —

G Saylorz
Regr

Jos. DuPre Porcher
Mayor of
Madraspatnam
L S

H Readhead
One of the aldermen
of Madraspatnam
L S

Copy of Oath Administered to Captain Robert Crofter on the 27th Day of September 1791 —

You Swear that you believe this to be the Last Will and Testament of Thomas Lord Deceased and that you are one of the Executors therein named and that you will faithfully Execute the said Will by paying Debts and Legacies so far as the said Effects will extend and the Law will oblige you and that you will cause all the said Effects to be appraised and made a true and perfect Inventory of them at or before the Twenty Seventh Day of March next ensuing and likewise a true & Just Account of this your Executorship at or before the Twenty Seventh Day of September which will be in the year of our Lord One Thousand Seven hundred and Ninety Two

So help you God

The Mayors Court at Madraspatnam

L.S. To Streenewasiah Runjeah Son & Heir to Tewrungadiah Braminy Deceased

Send Greeting

Whereas the said Tewrungadiah Braminy dyed lately Intestate and after his Death Administration of all & Singular the Goods Chattels and Credits of the said Deceased was Committed and Granted to Streenewasiah Braminy who after he had he had taken Letters of Administration of the Goods Chattels and Credits of the said Deceased is also dead leaving Several Goods Chattels and Credits of the said Deceased most fully Administered We therefore desirous that the goods Chattels and Credits of the said Deceased Unadministered so as aforesaid be well and truly Administered and disposed of, and that the Credits of the said Deceased be demanded and received and all his just Debts paid as far as the Goods Chattels and Credits shall extend and the Law oblige Do hereby relying on your Fedility Commit to you the Administration of all and Singular the Goods Chattels and Credits to the said Deceased in any wise belonging being first Sworn well and truly to Administer the same and also to exhibit into this Court a true and perfect Inventory of all the said Goods Chattels and Credits on or before the Twenty first Day of March next insuing and to render into this Court a true and just Account of all the Effects of the said Deceased on or before the Twenty first day of September which will be in the year of our Lord one Thousand Seven hundred and Ninety Two And we do by these Presents appoint you Administrator of all and Singular the said Goods Chattels and Credits Given under the Seal of the said Court and under the Hands and Seals of Josias DuPre Porcher Esquire Mayor of Madraspatnam and of Wm Henry Readhead one of the Aldermen of Madraspatnam this Twenty Ninth Day of September Anno Domini 1791.

Mayors Court

Jos DuPre Porcher Mayor of Madraspatnam (L.S.)

H. Readhead One of the aldermen of Madraspatnam (L.S.)

G. Taylor

Copy of Oath Administered to Streenewasiah Rungiah On the 21.st Day of September 1791.—

You Swear that you believe Trivengadiah Braminy Dyed without making any Will that you are Son and Heir to the said Deceased and that you will faithfully Administer his Effects which were left Unadministered by Streenewasiah Braminy Deceased by paying Debts so far as the said Effects shall extend and the Law will oblige you and that you will Cause all the said Effects to be appraised and make a true and perfect Inventory of them at or before the Twenty first Day of March next ensuing and likewise a true and just Account of this your Administratorship at or before the Twenty first Day of September which will be in the year one thousand Seven hundred and Ninety Two.

So help you God —

The Mayors Court at Madraspatnam

L. S.

To Streenewasiah Rungiah Brother and Heir to Streenewasiah Braminy Deceased

Send Greeting

Whereas the said Streenewasiah Braminy having Departed this Life Intestate We desirous that the Goods Chattels and Credits of the said Deceased be well and truly Administered and disposed of and that the Credits of the said Deceased be demanded and received and all his just Debts paid, as far as his Goods Chattels and Credits shall extend and the Law oblige Do hereby relying on your Fidelity Commit to You the Administration of all and Singular the Goods Chattels and Credits to the said Deceased in any wise belonging being first Sworn well and truly to administer the same and also to exhibit into this Court a true and perfect Inventory of all the said Goods Chattels and Credits on or before the Twenty first Day of March next ensuing and to render into this Court a true and just Account of all the Effects of the said Deceased on or before the Twenty first Day of September which will

Mayors Court

be in the year of our Lord One thousand Seven hundred and Ninety Two And we do by these Presents appoint you Administrator of all and Singular the said Goods Chattels and Credits Given under the Seal of the said Court and under the Hands and Seals of Josias Dupre Porcher Esquire Mayor of Madraspatnam and of Wm Henry Readhead one of the Aldermen of Madraspatnam this Twenty Ninth Day of September Anno Domini 1791 -

Mayor of
Jos: Dupre Porcher L.S.
Madraspatnam

Taylor
Regr

One of the aldermen
Wm Readhead L.S.
of Madraspatnam

Copy of Oath Administered to Streenivasiah Pungiah on the 21st Day of Septr 1791 -

You Swear that you believe Streenivasiah Braming Dyed without making any Will that you are Brother and Heir to the said Deceased that you will faithfully administer his Effects by paying Debts so far as the said Effects shall extend and the Law will Oblige you and that you will Cause all the said Effects to be appraised and make a true and perfect Inventory of them at or before the Twenty first Day of March next ensuing and likewise a true and Just Account of this your Administratorship at or before the Twenty first Day of September which will be in the year of our Lord One Thousand Seven hundred and Ninety Two

So help you God. -

The Mayors Court at Madraspatnam

L.S. To Palavay Sabaubady Moodelly Administrator to the Estate and Effects of Palavay Tragarayah Moodelly Deceased a Mortgage Bond Creditor to the Estate and Effects of Covoor Mootiah Moodelly Deceased.

Send Greeting

Whereas the said Covoor Mootiah Moodelly having Departed this Life Intestate We desirous that the Goods Chattels and Credits of the said Deceased be well and truly administered and disposed of and that the Credits of the said Deceased be demanded and received and all his just Debts paid as far as his Goods Chattels and Credits shall extend and the Law Oblige Do hereby relying on your Fidelity Commit to you the Administration of all and Singular the Goods Chattels and Credits to the said Deceased in any wise belonging being first Sworn well and truly to administer the same and also to exhibit into this Court a true and perfect Inventory of all the said Goods Chattels and Credits on or before the Eighth Day of March next ensuing and to render into this Court a true and just Account of all the Effects of the said Deceased on or before the Eighth Day of September which will be in the year of our Lord one Thousand Seven hundred and Ninety Two And we do by These Present appoint you Administrator of all and Singular the said Goods Chattels and Credits Given under the Seal of the said Court and under the Hands and Seals of Josias Dupre Porcher Esquire Mayor of Madraspatnam and of Mr Henry Readhead one of the aldermen of Madraspatnam this Twenty Ninth Day of September Anno Domini 1791.

Mayors Court

G Taylor Regr

Jos. Dupre Porcher Mayor of Madraspatnam L.S.

H.y Readhead One of the aldermen of Madraspatnam L.S.

Copy of Oath Administered to Palavay Sabaudady Moodelly Administrator to the Estate and Effects of Palavay Teagaroyah Moodelly Deceased on the 8th Day of Septr 1791.—

You Swear that you believe Covoor Mootiah Moodelly Died without making any Will that you are a Mortgage Bond Creditor to the said Deceased that you will faithfully Administer his Effects by paying Debts so far as the said Effects shall extend and the Law will oblige you and that you will Cause all the said Effects to be appraised and make a true and perfect Inventory of them at or before the Eighth Day of March next ensuing and to render into this Court a true and just account of this your Administratorship at or before the Eighth Day of September which will be in the year one thousand Seven hundred and Ninety Two So help you God

Filed the 11th Octr 1791.—

Whereas John Everett late of Calcaud in the East Indies Deceased made his Will in Writing and therein and thereof made Manuel Martinz a Colonel in the Service of His Highness the Nabob of the Carnatic and Thomas Leighton a Captain in the Service of the Honourable Company of Merchants of England trading to the East Indies His Executors Now Know all Men by these presents that I Manuel Martinz one of the Executors aforesaid for divers good Causes and Considerations thereunto especially moving do by these Presents absolutely and fully renounce the said Executorship and by these presents I do Constitute and appoint Robert Williams one of the Proctors of the Mayors Court of Madraspatnam my true and Lawfull Proctor for me and in my name to appear before the said Court, Then and there to pay this my Renunciation to be admitted hereby Ratifying and Confirming all and whatsoever my said Proctor shall do or cause to be done in the said premises In Witness whereof I have set my hand and Seal this 23d Day of September One thousand seven hundred and ninety One.—

Signed Sealed and delivered at Ramnad in the East Indies where Stamped Paper is not in use in the presence of—

M Martinz L. S.
John Knippel
Wm Hamilton

In the Name of God Amen I Edward Lavor of Madras Shopkeeper being very Sick and weak in Body, but of perfect Mind and Memory thanks be to God calling unto mind the Mortality of my Body Knowing that all Men must die do make and Ordain this my last Will and Testament. That is to say first of all I recommend my Soul to Almighty God that gave it and my Body to the Earth to be buried in a decent Christian manner, and as touching my Worldly Estate I give, demise and dispose of the same in the following manner and Form.

First..... I give and bequeath unto my Brothers Samuel Lavor and William Lavor and my Sister Rosanna Lavor of South Petherton in Somerset Shire in England the whole of my Property Debts due to me and every thing that belongs to me at my death after paying my just debts excepting the sum of thirty Star Pagodas which I will and Bequeath to Mrs Rebecca Macleod for the great attention she paid to me in my Sickness and the Sum of Five Pagodas which I will and bequeath to my Tamy Kuch Annachy for her Strict attention to my business during my Sickness. And I do constitute make and Ordain Messrs James Watts and George Rannats of Madras Executors of this my last Will and Testament hereby utterly revoking all Wills by me heretofore made, ratifying and Confirming this and no other my last Will and Testament in Witness Whereof I have hereunto Set my hand and Seal the 17th Day of August 1791.

Signed Sealed and Delivered where no Stampt Pay was to be had in the Presence of us.

Geo Sackville
James Monro
John Balfour

E Lavor L. S.

"Endorsement on the Back of the Will"

The Last Will & Testament of Mr Edward Lavor

Examined Compared and carefully Collated with the Original Will Proved in the Honble the Mayors Court at Madraspatnam and attested to be a true Copy.

Mayors Court

By the Mayors Court at Madraspatnam

L. S.

Be It Known to all Men that on the Twenty third Day of August Anno Dominii One Thousand Seven hundred and Ninety One the last Will and Testament of Edward Lavor Deceased was exhibited read and proved before this Court and Administration of all and Singulas the Goods Chattels and Credits to the said Deceased in any wise belonging was and is hereby Committed to James Watts one of the Executors in the said Last Will named being first Sworn well and truely to administer the same and to pay the Lawfull Debts of the said Deceased and the Legacies in the said Will Contained as far as the Goods Chattels and Credits of the said Deceased shall extend and the Law oblige, and also to exhibit into this Court a true and perfect Inventory of all and Singular the said Goods Chattels and Credits on or before the Eleventh Day of April next ensuing and to render into this Court a true and Just Account of all the Effects of the said Deceased on or before the Eleventh Day of October which will be in the year of our Lord one Thousand Seven hundred and Ninety Two Probate of the Last Will and Testament of the said Deceased having been granted to George Reynolds the other Executor in the said Will named on the Third Day of September last Given under the Seal of the said Court and under the Hands and Seals of Josias Dubré Porcher Esquire Mayor of Madraspatnam and of Mr. Henry Readhead one of the Aldermen of Madraspatnam this Twenty First of October 1791.—

G Taylor
Regr

Jos Dubre Porcher
Mayor of
Madraspatnam
L S

Hy Readhead
One of the aldermen
of Madraspatnam
L S

793

Copy of Oath Administered to James Watts on the 11 Day of October 1791 –

You Swear that you believe this to be the Last Will and Testament of Edward Saver Deceased that you are one of the Executor therein named and that you will faithfully Execute the said Will by paying debts and Legacies so far as the said Effects will extend and the Law will oblige you and that you will Cause all the said Effects to be appraised and make a true and perfect Inventory of them at or before the Eleventh Day of April next ensuing and likewise a true and Just account of this your Executorship at or before the Eleventh Day of October which will be in the year of our Lord one Thousand Seven hundred and Ninety Two

So help you God

The Mayors Court at Madraspatnam

L. S.

To Chitty Canagapah Chitty Ponnambala Chitty Guardian Lawfully Assigned to Sevanda Chitty alias Coombo Chitty a Minor Son of Tevvevemballa Chitty Coollapah Chitty Deceased Send Greeting

Whereas the said Tevvevemballa Chitty Coollapah Chitty having Departed this Life Intestate We desirous that the Goods Chattels and Credits of the said Deceased be well and truly Administered and disposed of and that the Credits of the said be demanded and received and all his just Debts paid as far as his Goods Chattels and Credits shall extend and the Law oblige Do hereby relying on your Fidelity Commit to you the Administration of all and Singular the Goods Chattels and Credits to the said Deceased in any wise belonging being first Sworn well and truly to administer the same and also to exhibit into this Court a true and perfect Inventory of all the said Goods Chattels and Credits on or before the Eleventh Day of April next ensuing and to render into this Court a true and Just account of all the Effects of the said Deceased on or before the

Mayors Court

be in the year of our Lord one Thousand Seven hundred and Ninety Two And we do by these Presents appoint you Administrator of all and Singular the said Goods Chattels and Credits for the use and benefit of the said Minor and Until he shall attain the age of twenty one Years Given under the Seal of the said Court and under the Hands and Seals of Josias Dupre Porcher Esquire Mayor of Madraspatnam and of Mr. Henry Readhead one of the Aldermen of Madraspatnam this Twenty First Day of October Anno Domini 1791 -

G Taylor
Reg.

Jos Dupre Porcher — Mayor of Madraspatnam — L.S.

Hy Readhead — One of the aldermen of Madraspatnam — L.S.

Oath Administered to Chetten Canagapah Chitty Ponnambala Chitty on the 11th Day of October 1791 -

You Swear that you believe Terrorumballa Chitty Coollapah Chitty died without making any Will that you are Guardian to Sewandah Chitty Alias Coombo Chitty Son and Heir to the said Deceased that you will faithfully administer his Effects by paying Debts so far as the said Effects shall extend and the Law will oblige you and that you will Cause all the said Effects to be appraised and make a true and perfect Inventory at or before the Eleventh Day of April next ensuing and likewise a true and just Account of this your Administratorship at or before the Eleventh Day of October which will be in the year one Thousand Seven hundred and Ninety Two

So help you God

Filed 25th October 1791 -

Extract from the Proceedings of the Kings Ordinary Held at the Town Hall on Tuesday the 18th Day of October Anno Domini 1791 -

Present

Mr James Call Senior Alderman
Andrew Ross and Benjn Roebuck
Aldermen

In the Matter wherein Francis Swain Ward is Proponent and George Reynolds is Opponent relative to the Estate of Mary Ward Deceased -

Mr. John White Proctor for the Proponent prays leave to Decline acting his Client not having furnished him with Money to take out Copies of the Depositions in this Matter— Ordered Accordingly unless Cause be Shewn to the Contrary by next Court Day and it is further Ordered that the Proctor do Serve his Client with a Copy of this Minute of which Service Affidavit is to be made

A True Extract

In The Honble the Mayor's Court at Madraspatnam

In the Matter wherein Francis Swain Ward is Proponent and Gurge Reynolds is Opponent relative to the Estate of Mary Ward Deceased—

The Affidavit of Thomas Ives one of the Serjeant of this Honble Court

The above named Deponent maketh Oath and saith that he did on the Twenty Second Day of this present month of October Personally Serve the above named Proponents with a Copy of the within Extract of this Honourable Court

Sworn in Court this
25th day of October 1791.—

Thos Ives

G Taylor Regr.

Filed 25th October 1791. — Madras 30th March 1786

Inventory of the Effects belonging to the Estate of the late Johannes Caldar Deceased in the Armenian Language found among the Papers of the late Sett Aviet Deceased one of the Executors named in the last Will and Testament of the said Deceased taken in the Presence of Messrs Jacob Aratoon Marcar Caldar & Aratoon Cachatoor.

15 Pcs China Damaged Gauz belonging to Mr. Moorad Ellias —
35 Ditto Chints belonging to Mootu Chitty —
5 Ditto Blue Handks
6 Ditto Cambrick Handks belonging to Mootu Chitty —
4 Dr. Course Quinchy —
87 Ditto Chints belonging to Kistnamah Chitty —
12 Ditto White border Handks belonging to Mootu Vencata Chitty
2 Ditto fine Chints belonging to Nisnapah —
1 Escritore —
3 Pcs fine Chints —
1 Small Scales in a Box —
2 Pcs Coarse Long Cloth —
1 Ditto Flowered Baddalah —
1 Ditto Painted Sash —
2 Ditto Muslins
1 Ditto Jacktoor
1 Small Box Contains some false Stones —
19 Rolls of Gold Thread —
16 Old and New Books —
3 Razors —
2 Small Armenian Books —
1 Small Looking Glass with Paper Box —
2 Knives & Forks —
1 Small Brass Padlocks —
12 Brass Pearl Strainers —
1 Small Brass Padlock —
1 Rosary of Ivory Beads —
1 Barber Box —
87 Packet Books 2 Large & 5 Small
1 Pcs Leather —
30½ Pcs Brown Red Handks
2 Pcs Black Sattin
1 Ditto Gold Flowered Muslin
12 Ditto Muslin different Colours —
4½ Ditto Sattin Ditto ... Ditto —
2 Ditto Striped Lustrings —
½ Ditto Flowered Sattin —

Mr. John White Proctor for the Proponent prays leave to Decline acting his Client not having furnished him with Money to take out Copies of the Depositions in this Matter— Ordered Accordingly unless Cause be Shewn to the Contrary by next Court Day and it is further Ordered that the Proctor do Serve his Client with a Copy of this Minute of which Service Affidavit is to be made

A True Extract

In The Honble the Mayor's Court at Madraspatnam

In the Matter wherein Francis Swain Ward is Proponent and George Reynolds is Opponent or relative to the Estate of Mary Ward Deceased—

The Affidavit of Thomas Ives one of the Serjeant of this Honble Court

The above named Deponent maketh Oath and saith that he did on the Twenty Second Day of this present month of October Personally Serve the above named Proponents with a Copy of the within Extract of this Honourable Court

Sworn in Court this
25th day of October 1791.—

Thos Ives

G Taylor Regr.

Tilio 25th October 1791. — Madras 30th March 1786

Inventory of the Effects belonging to the Estate of the late Johannes Caldar Deceased in the Armenian Language found among the Papers of the late Sett Aviet Deceased one of the Executors named in the last Will and Testament of the said Deceased taken in the Presence of Messrs Jacob Avatoon Marcar Caldar & Avatoon Cachatoor.

15 Pcs China Damaged Gauz belonging to Mr. Moorad Ellias.—
35 Ditto Chints belonging to Mootu Chitty—
5 Ditto Blue Handks
6 Ditto Cambrick Handks belonging to Mootu Chitty—
4 Do. Course Quinchy—
17 Ditto Chints belonging to Kistnamah Chitty—
12 Ditto White border Handks belonging to Mootu Vencata Chitty
2 Ditto fine Chints belonging to Nirapah.—
1 Escritore—
3 Pcs fine Chints—
1 Small Scales in a Box—
2 Pcs Coarse Long Cloth—
1 Ditto Flowered Baddalah.—
1 Ditto Painted Sash—
2 Ditto Muslins
1 Ditto Jachtoor
1 Small Box Contains some false Stones—
19 Rolls of Gold Thread—
16 Old and New Books—
3 Razors—
2 Small Armenian Books—
1 Small Looking Glass with Paper Box—
2 Knives & Forks—
1 Small Brass Padlocks—
12 Brass Pearl Strainers—
1 Small Brass Padlock—
1 Rosary of Ivory Beads—
1 Barber Box—
17 Packet Books 2 Large & 5 Small
1 Pcs Leather—
30½ Pcs Brown Red Handks
2 Pcs Black Sattin
1 Ditto Gold Flowered Muslin
12 Ditto Muslin different Colours—
4½ Ditto Sattin Ditto... Ditto
2 Ditto Striped Sustrings—
½ Ditto Flowered Sattin.—

16 Pcs Bengal Gooladar
1 Do Border Handks
1½ Ditto . . Ditto Masulipatam
3 Ditto painted Sash
1 Small piece of Lace
2 . . . Do Masulipatam Handks 11 Coonjams
1 . . . Do Bengal Shaman Boolbool
1 . . . Do Company's Collary
1 . . . Do Guingham
1 . . . Do Nobkin
1 . . . Do Chints
1 . . . Do Painted Quilt Chint for Coat
2 . . . Do Handks to tye Ladys Cloaths
1 . . . Do Balampore
1 Chest contains the above mentioned Articles
1 Small Barber Box
37 Pcs Chint and one Bundle Barber Towels Europe Fashion
27 Do Quanch Shay in one Bundle
57 Ditto Chapprah Handks 37 Red & 20 Green belonging to Mr. Moses
171 Pcs Cachuch in a Bundle

Contains in a Chest as follows

68 Pcs Cootanys
103 Do Jellys } 171
3 Pieces Chappa Handks
1 Ditto Osangshay
3 Ditto Tanjpa Savvy } in a Bundle
1 Double Catty of Tea

191 Pcs Contains in a Chest as follows

37 Pcs Chappa Handks
10 Ditto Cotanys
54 Ditto Red Sanys
7 Ditto painted Sash
1 Ditto Handker
5 Ditto Bamby
1 Ditto Corras
12 Ditto Sattin Pillong
1 Ditto Challa
25 Ditto Childrens Doutys
10 Ditto . . . Ditto Small
7 Ditto . . . Ditto Large
16 Ditto Damaged Chints
5 Small Purses Contains some Leylon Stones
5 Hangers with Pistols
10 Muskets Old & New
3 Fittysalls
3 Old Pistols
103 Old and new Locks

1 Small Box with false [illegible] Flints and Lead Balls —
11 Large and Small Books of the Armenian & English Languages
1 Black Wood Case —
1 Small Box Contains Pearls Weights
1 Brass Scale —
5 Rolls of 5 or 6 Sorts of Silk —
5 Ditto Europe Sort . . Ditto —
1 Chest belonging to Elias Minas and his Son Contains as follows. —

15 Pr. Sachick with Gold Thread
11 D°. . . . . D°. . . Ditto
} belonging to Elias Minas

8 Ditto plain . . . . . .
8 Ditto painted 9 Madras Handk.s 1st Sort
6 Ditto . . . . Ditto . . Ditto . . Ditto
5 Ditto Coloured Nankin . . . . . .
} belonging to Elias Minas —

2 Pieces Moorees
25 Chints . . . . .
2 Ditto Ditto . . .
} belonging to Moorad Ellias —

1 Bundle Papers and a Sealed Packet belonging to Elias 9 Minas
1 Ditto as follows —
5 Pr. Sachick Gold Thread belonging to Aratoon Joseph
1 Jacket 1 Shirt & 1 Breeches belonging to Elias 9 Minas
1 Trunk Contains as follows —
700 Pagodas ready 9 Money —
1 Purse false Cylon Stones
3 Ditto . . . Goniet
2 Pr. Stones for Seal
15 Cylon Stones in a Paper —
7 False Stones
18 Cylon Stones
103 Brute Cylon Stones
Ditto in a Bundle
882 Ditto . . . . .
112 Silver large and Small Stones
1 Small Box contains Small Corals and false Stones
1 Ditto . . . Ditto different Sorts of Small false and precious Stones
1 Ditto melted Silver and false Stones

1576
1 Small Brass Box —
2 Rings with false Stones —
2 Gold Chain
4 —
1 Small Box contains as follows —
9 Coins of different Sorts —
5 Annalor

799

1 Small Box as follows—
1 Silver Cross—
1 Silver Kalich
1 Ditto Buttons
1 Pair Ear rings with false Stones

7 1 Small Box as follows
1 Pagoda and 3 fanams
1 Small Silver Seal
1 p.c Gold ½ Pagoda Weight

3 1 Purse contains as follows
1 Small Bundle of Ruby and Gornit Stones—
1 D.. . . . . D.. Ruby in 6 Small Bundles
1 D.. . . . . D.. . . . . D..
1 D.. . . . . D.. Analor
1 D.. . . . . D.. Ruby and Bagarn Stones—
1 D.. . . . . D.. 30 7 02 Journally
7 D.. . . . . D.. Brute Cylon Stones
15 2 D.. . . . . D.. Cylon Stones

1 Buriau Contains the Deceased's Papers—
1 Chest contains different things
1 Chest Contains as follows—
1 Spying Glass
8 Hangers and Pistols
20 Knives and forks with false Stone handle
9 P.. Small Glass
2 Rouses of Glass Rings
6 Chains
2 Packs of Cards
5 Bundles of Brass Rings
1 Ditto Europe Stones
15 Ditto false Lace
1 Ditto Chain
1 Ditto Watch Chain Stones for Seals
1 Small broken Box Contains Seals and other Sriffles Brass Things
2 Box Tersett
1 Bundle false Pearles
1 Brass Watch Chain
1 Quire Gilt Writing Papers
1 Bundle Black Ribard
1 Ditto Rings for Watch Chains
3 Ditto Flints
1 Quire Picture Papers.

80 1 Looking Glass and Watch Case—

1 Slate
1 Desk
1 Purse of Papers
7 Books Journal Ledger and Copy Books

The Following things Contained in the above Desk.-

1 Bundle 5 Rolls of Europe English Gold Thread
1 Ditto 8 Ditto Ditto French Ditto
1 Paper contains 11 Emeralds
1 Ditto 9 Ditto
1 Bundle 7 Ditto
1 Ditto 8 Small Ruby
1 Purse 2 Pagodas & 6 fanams
1 Ditto 6 Dollars
1 Ditto 2 Mesa Dobra 1 Zaurabee Gold & Gall Ruby
1 Ditto 70 Pondicherry Rupees
1 Ditto 76 arcot Rupees from Bengal
1 Small Box contains as follows
1 Saphire Ring
50 Small Diamonds
2 Ditto Pearls
96 Ditto Ditto
1 Silver Watch
1 Large Dollar
1 Bundle of Powder Pearls
24 Small Emeralds — } in a Paper
60 Small & Large Ruby }
18 Bundles Europe Stones for Musters
1 Large Stone Ball
3 pr. Ambier
Small Rubies in 2 Papers
90 Ditto Ditto in a Small Bundle no value lost its Colour
2 Bundles of Quills
1 Sizor
6 Brass Watch Chains
6 Spectacles
1 Brass Scale and Weights
1 Cloath Almire
3 China Idols
1 Almire for Butler Room
2 Stools.—

2 Tables
1 Shade Stand
19 Chairs
1 Stool Chair
1 Palanchin Compleat
1 Cradle
1 Camp Cott
1 Globe Lanthorn
1 Lanthorn
2 Hand Lanthorns
1 Map
1 Table Watch
2 Shades
1 Cott Bed &c Compleat
1 Chest of Cloath belonging to the Deceased's Wife
1 Bureau . . . D^o . . . . . D^o
2 Tables
1 Round Table
1 Small Ditto
1 Carpet
1 Banhal
1 Large Watch fit for no use
4 Large Brass Candlesticks
1 Brass Coffee Pott
1 Silver Ditto Ditto
2 Glass Lamps
15 Silver Table Spoons
2 Ditto large Ria^d and Soup Spoons
1 Silver Rose Water Pott
1 Hanging Watch
30 Knives and Forks old and new
2 Soup Turrins
6 Large Dishes
50 China Plates
5 Brass Potts & Pots Cover
1 Ditto Sarech
1 Ditto Spoon
3 Bales 2 of which sold to a Spaniard man & the other one Remains unsold Marked 5. S
1 Chest of Snuff belonging to Elias Minas
1 Trunk of Cloaths belonging to the Deceased's Wife
In the Out Godown of the House Contains as follows.
23 Bags of Rice - 19 are Rice & 4 are Wheat and Dalls -

8 Chests Contains Sundry Europe things unknown but all Locked
3 Wooden Horses
1 Brass Rice Strainer
1 Roundle
9 Small Chests with false Stores
In a large Godown —
1 Chest Marked 5: S
138 Pc. Sattin Pillong
2 Bales N.o 4 & 5 Marked as above Contents unknown belonging to
Elias Minas sent to Manilla
3 Bales N.o 4. 38 5 Marked 33 Contents unknown belonging to Elias
Minas sent to Manilla. —
1 Chest N.o 8. 5. S. Contains 81 Pc. Sattin Pillongs
1 Ditto N.o 1 D.o . . D.o 2 D.o Black Sattin
1 Ditto N.o 2 D.o . . D.o 62 D.o Sinchaw
1 Ditto N.o 2 D.o . . D.o 82 D.o Kittisalls
6 Ditto . . D.o . . D.o Tea 10 Catty's in each Chest
3 Bales of Raw Silk D.o
1 D.o . . D.o 53
2 Bags . . D.o
1 Spun Bale D.o
9 Jarrs of Sweetmeat Spoiled
3 Carriaboynes Spoilt Rose Water
40 Bulses of Quick Silver 107½ Picul each
52 Pc. Fond Damaged and Good Long Cloth
1 Large Scales and its Weights
150 Bags little more or less of Canchor

Ina Seht

Philipsius Jacob of Madras Armenian Merchant maketh Oath and Saith that the above is a true Translation as near as can be taken from the Original Inventory in the Armenian Language hereunto annexed. —

Philips Jacob

Sworn in Madras this
24th Day of October 1795 —
Before me
W. Cabb
Senr Alderman

Filed 25.th October 1791.—

Madras 5.th September 1786.—

Account Sales of the Effects belonging to the Estate of the late Johannes Caldar Deceased found in his House and Godowns sold at Publick Outcry in the same House by Mr. Sett Aviett Executor named in the Last Will and Testament of the said Deceased — which are as follows. —

Articles —	To whom Sold	Pag.a	F.	C.	Pag.a	F.	C.
5 Pcs Blue Handkerchiefs	Mr. Sarad Coja Maul	4.	2.	65			
1 Escritore containing a Seale & other things	Mr. Gregorio Abraham	3.	.	.			
2 Pcs Long Cloth belonging to Mr. Elias Minas	Ditto	6.	2.	65			
2 Pcs Challah	Mr. Petrus Cachator	3.	2.	65			—
1 Pc. Tartur	Mahorred Ollem	3.	.	.			
10 Rows of Dutch Gold Thread	Mr. Philipus Jacob	20.	2.	65			
1 Pc. Bootadar	Ditto	4.	4.	37			
1 Barber Box	Mr. Abraham Avack	2.	.	.			
2 Boxes of Treaga	Mr. Toros Cacheck	.		22.	16		
2 Small Looking Glass							
2 Pen Knives							
1 Padloch							
2 Arrinan Books							
1 Small Lock	Mr. Philipus Jacob	5.	15.	37			
1 Rotary							
1 Pencil Box & Barber Instruments							
12 Brass Strainers for Pearls							
30½ Pcs Red Handkerchiefs belonging to Mr. Elias Minas	Mr. Set Aviet	3.	22.	16			
2 Pcs Black Sattin D.o D.o D.o	Mr. Philipus Jacob	78.	.	.			
1 Pc. Challah Gold painted	Mr. Sarad Coja Maul	25.	.	.			
1 Bundle Contains 6 Pcs Agatha Stones	Mr. Sett Aviet	13.	11.	20			
11 Pcs Torpitions belonging to Mr. Elias Minas	Mr. Gregorio Abraham	22.	16.	70			
4½ Pcs Sattin 4 of which belonging to Mr. Elias Minas ½ Pc. belonging to the Deceased	Ditto	34.	2.	65			
2 Pcs Lustring belonging to Mr. Moorad Elias	Mr. Cachick Aga Maul	18.	28.	10			
3/4 Pcs Flowered Sattin	Mr. Sarad Coja Maul	6.	33.	60			
16 Pcs Bengall Bootadar	Mr. Marcar Satur	13.	2.	10			
1¼ Do. Border Handkerchiefs	Mr. Philipus Jacob	60.	5.	50			
3 Pcs Painted Sash	Mr. Sarad Coja Maul	1.	22.	10			
2 Pcs Vandapollam Handerkerchiefs	Mr. Markerus Johannes	6.	11.	5			
1 Pc. Do.	Mr. Marcar Satur	2.	.	.			
1 Gilted Waistcoat	Anamala Chitty	5.	2.	65			
2 Pcs Handkerchiefs to Tye Lady's Cloths	Mr. Markerus Mallick	.	33.	60			
1 Pc. Palampore	Mr. Markerus Johannes	.	33.	15			
1 Pc. Chint	Mr. Abraham Avack	1.	8.	35			
1 Pc. Guingham	Mr. Philipus Jacob	1.	16.	70			
1 Pc. Cootarys	Mr. Jacob Simon	1.	11.	70			
3 Pcs Chints	Mr. Sarad Coja Maul	.	33.	1			
1 Pc. Border Chint	Mr. Sett Aviet	7.	16.	70			
7 Pocket Books	Mr. Toros Catchick	.	19.	88			
1 Pc. Cangas & 4 Pcs Blue Handkerchiefs	Batalah Vencatachellum	12.	2.	65			
3½ Chints & Barber Cloths	Mr. Marcar Satur	.	23.	16			
	Mr. Petrus Arbore	66.	.	.			
	Carried Over Pagodas	460	12	65			

	Brought Over Pagodas	460.12.65
	Lachamadoss	32. 11. 20
27 Cs Orrangshaya		
57 Ds Chapah Handkerchiefs belonging to Moorad Elias	Mr Gregorio Abraham	7 .. ..
68 Ds Cootanys	Lachamadoss	29. 33. 60
103 Ds Jallys @ 11 Cags ffo Corge	Ditto	211. 6. 26
40 Ds Chapah Handkerchiefs	Mr Philipus Jacob	50. 16. 70
57 Ds Red Savry @ 55 Cags ffo Corge	Ditto	156. 33. 60
1 Ds Daroy Jally belonging to Mr Elias Minas	Mahomed Araff	2 .. 2 .. 60
10 Ds Cootanys	Ditto	4: 25: 25
5 Ds Sambry belonging to Mr Moorad Elias	Ditto	6 .. 19. 55
1 Ds Gold Baddam Handkerchiefs belonging to Mr Elias Minas	Ditto	1 .. 25: 25
1 Ds Coorah Ditto	Ditto	Mr Aratoon Cachatoor 1 .. 33. 60
7 Ds Doatys		Mahomed Araff 9 .. 2. 65
10 Ds Ditto		Ponapah Chitty 10 .. 11. 20
24 Ds Ditto		Govindoss 13 .. .. ..
7 Ds Magadam Sash belonging to Mr Moorad Elias		Mr Sarad Coja Maul 6 .. 28. 10
16 Ds Damaged Chints		Mr Gregorio Abraham 6 .. .. ..
5 Hangers with Pistols		Mr Philipus Jacob 27 .. 28. 10
10 Fowlocks Good & Brokers		Mr Gregorio Abraham 20 .. 2. 65
3 Pistols		Mr Bernardo 1 .. 22. 60
103 Locks		Narrain Dollal 20 .. 5. 50
7 Hangers		Mr Gregorio Abraham 2 .. 2. 65
1 Small Box with False Pearls, Flints & Lead Balls		Mr Sarad Coja Maul 4 .. .. ..
		Mr Philipus Jacob 5 .. .. ..
2 Scales		Amerchand 2 .. 28. 10
1 Ds with its Weights		Mr Marcar Satur 12 .. .. ..
1 Armenian Book		Mr Petrus Aratoon 1 .. 19. 55
2 Ds Ds		Mr Gregorio Marcar 1 .. 2. 10
9 English Books		Mahomed Araff .. 29. 65
5 Bundle of Coarse Raw Silk		
1 Spying Glass		Mr Philipus Jacob 5. 33. 60
2 Measuring yards		
9 Looking Glass		
1 Box		Mr Marterus Johannes 1 .. 5. 50
3 Bundles of False Stones		Mr Toros Catchick .. 22. 60
2 Agatha Stones		Nidrapah .. 29. 65
15 Cylon Stones		Mr Philipus Jacob 11 .. 11. 20
7 Bundles of different false Stones		Mr Toros Cachick 11 .. 28. 10
1 Ds 30 Oz Tornalic		Ditto 2. 33. 60
2 Ds Cylon Stones		Mr Petrus Aratoon 1 .. .. ..
1 Ds Cat Eyes Stones		Mr Marterus Johannes 4. 10. 55
1 Ds Rubys and Bacans		Mr Joseph Nicholas 2 .. 28. 10
1 Ds Brute Rubys		Mr Carapet Mooradcawn 3 .. 33. 60
2 Ds Ditto Ditto		Mr Philipus Jacob .. 11. 70
1 Paper contains 13 Cylon		Ditto .. 10. 65
4 Bundles of Small Rubys		
	Carried Over Pags	1218.37.75

	Brought Over Pagodas	1218.37.76
12 Silver Buttons	Mr Marcar Satur	3. 18.40
1 Box Contains Small Corals & Pearls	Mr Soros Catchick	" 22.40
1 Box contains Small Rubys and Diamonds	Mr Philipus Jacob	1. 17.40
1 Box Contains some Mulko Silver & false Stone	Venceta Chitty	" 4.70
2 Gold Rings Mounted with false Pearls	Mr Set abit	2. 28.10
1 Christal & 5 pr Cat Eys	Mr Philipus Jacob	" 10.40
4 Silver Cros	Mr Soros Cachick	1. 13.30
9 Silver Coins	Mr Philipus Jacob	2. " 56
2 Gold Coins	Ditto	6.25.25
1 Earings of false Stones	Mr Marcar Satur	2. " "
1 Box Contains some Brute Stones & a piece of Gold	Mahomed Araff	" 19.50
2 Iron Boxes	Mr Marcar Satur	" 25.25
1 Large Spying Glass	Mahomed araff	2. 2.65
8 Hangers & Pistols	Mr Philipus Jacob	21. 11.20
20 Glass handles of Knives & Forks	Egapah Chitty	1. 16.70
13 Small Glass Viols for Cruits	Mr Petrus Aratoon	1. 22.40
4 Glass Rings	Mr Gregorio Marcar	" 4.70
8 Watch Chains	Mr Philipus Jacob	1. 4.76
7 Pcs Counters &c	Mr Elias Sarquis	" 28.66
17 Bundles of False Lace	Egapah Chitty	7. 28. 10
1 Do Watch Chain	Mr Philipus Jacob	9. " "
1 Do Seals & Compass	Egapah Chitty	1. 29.55
8 Do Seals & Brass Boxes	Ditto	4. 5.50
2 Boxes of Pencils	Mr Jacob Sirrore	1. 1.33
2 Papers of False Pearls	Booboodos	3. 11.20
1 Bundle of Ribonds	Mr aratoon Soros	" 26. "
1 Silver Jabadan	Mr Satur Moocarthik	4. " "
4 Locks for Fuzzy and other things	Mr Philipus Jacob	" 22.40
15 False Rings	Mr Bernardo Paulo	2. 30.20
1 Chest of Sundry things	Mr Philipus Jacob	8. 8.35
1 Iron Box Contains 4 Lock & other Things	Ditto	1. 19.55
15 Sheets of Silver Papers & 1 Catty of Tea	Latcharrados	" 10.60
1 Box of Sreaga & 1 Small Viol of Spirit	Mr Sett Aviett	2. " "
1 Bundle Contains 15 false Snucks & 4 Looking Glass	Mr Philipus Jacob	3. 42.15
7 Glass Pictures Broken	Mahomed Araff	" 7.3.
20 Locks	Carboodos	3. 28.20
169 Ditto	Mr Philipus Jacob	13. 22.10
	Carried Over Pagodas	1336 9.18

	Brought Over Pagodas		1336.9.18
1 Horse	Mr. Marooth Joseph	1	" "
1 Broken Box containing Brass & Silver Coins	Mr Philipus Jacob	7	25.25
1 Pencil Paper	Ditto	1	" "
1 Pack of playing Cards			
False Beads			
Some Viols Escrutore Lock & Nails	Mr Philip Jacob	1	33.60
8 Broken Jabbadan & 7 Watch Chaines			
4 Lamps			
10 Pr 3 are Paper Boxes & 7 are Pistols	Chalapah Chitty	5	33.60
20 Prs Brass Locks	Mr Philipus Jacob	1	16.5
76 Pr Fish Tooth Wt 89 lb @ 4½ fanm pr lb	Mr Sett Avett	9	33.4
11 Dr Enamel	Mr Joseph Nicos	13	28.10
8 Bundles of French Gold Wire	Mr Sarad Ceja Maul	6	12.15
5 Dr of English Dr	Mr Sett Aviett	24	16.70
4 Emeralds Wt 42 Ratty @ 3½ fanm pr Ratty	Mr Philipus Jacob	26	39.30
9 Ditto 32⅛ Dr @ 20½ fanm Dr	Mr Cachick Agamal	14	16.70
7 Ditto 24⅛ Dr @ 5/4 Pagr Dr	Mr Calcock Gregorio	20	7.3
8 Rubys	Mr Joseph Nicos	3	11.20
4 Pr 2 of which are Meya Doubra the other Larbaloo & 1/2 Rupee	Mr Raphael Satur	10	33.60
51 Small Diamonds Wt 9 7/8 Mangr @ 5 Pagr pr Mangr	Mr Toros Cachick	49	16.70
96 Pearls in 2 Rows	Mr Philipus Jacob	12	22.40
1 Silver Watch	Ditto	4	22.40
1 Large Spanish Dollars	Anna Johannes Caldar	1	10.50
90 Small Rubys	Mr Sett Aviet	8	" "
24 Emerals	Mr Philipus Jacob	13	7.3
60 Rubys	Mr Tanner	2	11.20
1 Bundle of Sundry Stones	Mr Philipus Jacob	3	9.6
1 Large false Stone Ball	Mahomud Araf	1	" "
3 Pr Ambier	Egapah Chitty	4	5.50
2 Papers of Small Rubys 700	Mr Philipus Jacob	"	11.60
6 Watch Chains	Mr Sarad Ceja Maul	3	33.60
1 Bundle of Small Pearls	Mr Abraham Arnurjahn	"	15.38
9 Pr Scipers Pins and Looking Glass	Mr Philipus Jacob	3	33.60
4 Papers of Rubys Emeralds & Diamonds	Mr Sarad Ceja Maul	2	36.65
1 Gold Ring	Mr Gregorio Marcar	"	34.36
10 Bundles & Bags Built to Cylon Stones	Mr Philipus Jacob	1	7.3
1 Looking Glass	Mr Toros Cachick	"	11.76
1 Watch Glass	Messrs Sett Samuel Philipus & Cachick	859	39.30
20 Picculs Quick Silver	Mootu Chitty	1	39.30
1 Craddle	Ditto	5	11.20
1 Palanquin			

1 Couch
1 Broken Watch
1 D. D.
1 D. D.
66 Locks

36 Fire Locks @ 1/6 Pag.a ea
1 Chest of Small Looking Glass
1 Old Empty Chest
1 Chest of Balls & Irons.
22 Locks
1 Pair Pistols
1 Quire of different Pictures
2780 Flints
1 Large Scale with its Weights
1 Pair Pistols
28½ pair Ditto
1 Printing Book
15 pair Locks
550 Shots @ ½ Pag.a p.100
21 p.s Cat Eyes
133 Bags Canchor W.t 49: 15. @ 14½ anas p.r Peccul. } Peccul. Anas
10 Old Fire Locks
1 Box of Tale Stones & paper Patterns
394 p.s Border Handkerchiefs N.o 3. 1 Bale @ 14 Pag.a 8 9 anas p.r Corge }
410 p.s Long Cloth @ 57 Pag.a p.r Corge
410 D. D. @ 50 D. D.
181 D. Blue Cambayas 20 Paryams @ 17½ p.s p.r Corge }
117 D. D. D. 18 Paryams
129 D. Balampore ½ belonging to Mr. Elias and the other half to the Deceased @ 32 Pag.a p.r Corge }
100 p.s Madras Chints @ 60 Pag.a p.r Corge
1 Slate

Deduct from the above Amount the deficiency on the Deceased's Effects Sold to Sundry Persons at Outcry the Amount & Sales thereof was not paid nor the Purchasers were found in the place therefore things so Purchased by them were Resold at Outcry

Brought Over Pagodas	2661.16.61	
Mootu Chitty	39.30.	
Ditto	1.2.65.	
Soobramony Chitty	9.39.30.	
Ditto	1.11.20.	
Mess.rs Moses Sarad, Elias and Philipus	42.60.63	
Coddah Virdy	59.2.65.	
Karriah	2.15.	
D.o	1.32.27.	
Nicos Coddah Virdy	16.70.	
Mr. Philipus Jacob	36.15.	
D.o	1.2.9.	
D.o	1.56	
D.o	57.11.61	
D.o	2.11.61	
Aramootu	1.7.3.	
Trevengool Chitty	17.02.15	
Mr. Sett Aviet	3.	
Mr. Marooth Joseph	1.11.9.	
Mr. Nicos Coddah Virdy	1.16.70.	
Mr. Philipus Jacob	11.20.	
D.o	44.22.7.	
Mr. Gregorio Marcar	3.8.35	
Mr. Joseph Nicos	3.11.20	
Mr. Philipus Jacob	286.39.30	
Mr. Sarad Gia Maul	114.	
D.o	100.	
Mr. Sett Aviet	160.32.60.	
D.o	103.44.	
D.o	203.7.3.	
Mr. Philipus Jacob	300.	
Mr. Sett Aviath	9.55	
	4001.22.	
	66.32.	
	3934.35.	

Carried Over Pag.a 3934.35.

Brought Over . . . 393 4 35 .

2.nd Outcry on the 28.th March 1788. -

10 Pcs. Damaged Long Cloth . . .
5 Ds. . . . . Ds. . . .
10 Ds. . . . . Ds. . . .
5 Ds. . . . . Ds. . . .
22 Ds. . . . . Ds. . . .
52. Pcs. Total -

M.r Philipus Jacob . . . 26. " "
Ara Mootu . . . . . 13. 5. 10.
Egapah Chitty & Tomboo Chitty 28. " "
Bomah Narasamyah . 13. 15. -
M.r Sett aviet . . . . 42. " " 122. 20. 10.

3.rd Outcry on the 15.th May 1789. -

387 Pcs. Blue Camboyas @ 14 1/2 Pags. p Corge. } M.rs Sett & Philipus . . 2/5.33.60.
5 Ds. Coarse Damaged Flowered Velvet @ 12 Pags. p Pc. . . . . } M.r Sett aviet . . . 60. " "
1 Saphire Ring . . . . . Ds. . . . . 3. 22. 50.
2 Small Pearls . . . . . Ds. . . . . 5. 5. 50 346 4 -

4.th Outcry on the 12.th September 1789. -

7 Chests 1.rs & 2.ds Sorts of Raw Silk sold at Outcry and Private Sale . . . . . } Narrain Dollal and Carramboo Chitty . . } 1268 4 20
1 Ds. Containing 20 Pcs. Velvet @ 20 1/2 Pags. (an Piece . . . . . } M.r Jacob Patoon . . . 324 " "
1 Ds. . . Ds. 45 Pc. Lustring . . . . . } Cosal Pole Chitty &c. M.r Philipus Jacob } 339 " "
1 Ds. . . Ds. 15 Pcs. of 15 Yards . . . . . } M.r Carrapet Mooradcan 136 " " 2067 4 20.
10 Chests. — Satin . . . . .

5.th Outcry on the 2.nd September 1791 Sold by Anna Seth Aviet. -

1 Chest Empty . . . . . Shake Mahomed . . . 5. 13. -
1 Mortier . . . . . M.r Aratoon Oviet . . 6. " "
1 Empty Small Chest . . . . . Guruapah . . . . . " 27. 10
1 Lott of different Trifle Things . . . . . Ramah . . . . . " 23. "
1 Pc. Red Leather or Belt . . . . . M.r Aviat Sett . . . 1. 6. "
1 Chair . . . . . M.r Petrus Aratoon . . " 18. -
1 Jacket & Sash . . . . . M.r Philipus Jacob . . . 10. " "
8 Chests false Ceylon Stones . . . . . Ds. . . . . 7. 35. - 32. 17. 10.

Pagodas . 6501 4 20.

Ana Seth

Philipus Jacob of Madras Armenian Merchant maketh Oath and saith that the above is a true Translation as near as can be taken from the Original Account Sales in the Armenian Language hereunto annexed.

Philips Jacob.

Sworn in Madras
this 21.st Day of October 1791.
Before me
Ja.s Call

817

Filed 25th October 1791.

Dr. The Estate of the late Johannes Caldar Deceased in account with Executors Named in the Last Will.

1786 June	26th	To Elias Minas paid him for the Goods consigned by the Deceased Johannes Caldar to Don Diego Garcia at Manilla part of which being 5 Pcs of Gilt Chints the Property of the said Elias Minas Sold for 155 Dollars and 11 Annas @ 16½ Dollars p every 10 Pagodas is	96.	15. ..
July	3.	To the Amount Principal and Interest of the Deceased's Bond due to Messrs Sett Aviet and Sarad Coja Maul to this Day @ 8 p Cent	595.	34. ..
	29th	To 15 Bags of Rice purchased by the Deceased in his Life time from Mr. Moorad Elias	20.	.. ..
		To Gregorio Marcar for Sweetmeat purchased by the Deceased in his Life time	1.	15. ..
August	5th	To Marcar Saker Caldar the Deceased's Relation for House Expences as p his Bill	68.	35. ..
	"	To Freight for 10 Picculs of Quick Silver carre from China belonging to the Deceased as p Bill	22.	31. ..
	19th	To Pollin Narrah the Weaver for 11 Corges of Piece Goods to the value of Pags 662 .. .. Mr. Elias Minas's ½ Share as appears by the Credit side of this account is	331.	.. ..
	"	To the Amount of the Deceased's Bond of 1000 Pagodas due to Messrs Marooth and Catchick Joseph Principal and Interest @ 8 p Cent	1040.	22. ..
	30th	To Dubash Narrain for 1 Piece of Sooransoory and other small Charges	2.	13. ..
	"	To the Amount of the Deceased's Bond of 1000 Pagodas due to Mr. Jacob Patoon Principal and Interest @ 8 p Cent p Annum	1131.	39. ..
Septr	15th	To 2 Pcs of Black Taffaty purchased by the Deceased's Widow from Mr. Sarad Coja Maul for Mourning	5.	.. ..
	25th	To Mr. Aratoon Cachatoor for Entering the Deceased's Will in the Armenian Church's Books and Copying the same which was forwarded and Served on the Deceased's Relations at Several Places	11.	32. 10.
October	15th	To Jaggathar Dollah Insurer's Broker for Premium of Insurance on the Snow Ejex from Masulipatam to Madras on Pags 250	5.	.. ..
1787 Janry	11th	To the Amount of the Deceased's Bond of 700 Pagodas due to the Armenians Church Principal and Intrest for 316 Days @ 8 p Cent paid Mr. Aratoon Jacob the Church Warden	728.	22. 10.
February	10th	To the Company's Duty for 10 Picculs of Quick Silver	16.	9. ..
	"	To Padre Ter Aratoon paid him for an Epitaph of the Deceased as p Bill	18.	.. ..
	"	To House Rent from the 15th August 1786 to this day is 6 Months @ 8 Pags p Month as p Bill	48.	.. ..
	20th	To Company's Duty and Package on Sundry Bales from Masulipatam sent by Jacob Patoon Coily Sons & Co	2.	20. ..
		Carried Over Pags	4167.	6. ..

Current with the Estate of the late Sett. Aviet Deceased One of the and Testament of the said Johannes Caldar } Cr.

1786			
April	7th By Cash found in a Trunk	700	" "
June	29th By Cash Received of Mr. Murad Elias on the following accounts &c		
	Snow Sea Horse Premium of Insurance for 8 9 Months 120 22 "		
	Ditto Red Wood 107 4 Candys 975 " "		
	Ditto Ditto Mr. Hall sending some Refreshments on Board & for Abraham carrying Shore 16 18 "		
	25 62 "	1137	37 "
	Interest on the above Sums to this day	16	" "
	" By Abraham Isaac Received of Ditto.		
July	6th By the Amount of 2 Bales of Piece Goods sold to Don Rasting one of which is the Property of the Deceased Cont.g 287 Sr. Blue Cambayas @ 27½ p Corge the Amount of which 2 Bales being Received by virtue of a Warrant of Execution the Deceased's	394	17 "
	½ Share is	50	" "
	15th By Ninapah Moodelliars Bond Received in part		
	21 By 11 Corges Handkerchiefs & Cambayas valued 662 Pag.s ½ of this Sum being the property of Elias Minas	662	" "
	25th By the Deceased's ½ share in the Piece Goods Received of Cooling Ramah Sold at Outcry as follows —		
	5 Corges Red Combays 2 Sorts @ 71 Pag.s p Corge 355 " "		
	6 Ditto Handk.s @ 58 D.o D.o 348 " "		
	Pag.s 703 " "		
	½ Share belonging to Mr. Elias Minas which is carried to Sus Acct.	351	22 40
	26th By the Amount of 1561½ Spanish Dollars sent by Don Diogo Garcia from Manilla p Ship Minerva Capt.n Gowing — Freight Deducted 38⅜ Dollars Remains 1523⅛ the said Don Diogo sent in the same year p Brig 1000 Dollars which Vessell was Wrecked near Malaca but the Silver saved deduct 15 Dollars Salvage Remains 985 both Sums — amounting to 2508⅛ Dollars @ 16½ Doll.rs p every 10 Pag.s is	1520	2 60
August	4th By the Amount of Bills on the Deceased's Attorney Sater — Gregorio in China payable to Mr. Elias Minas's Attorney Pag.s 800 @ 16 Dollars p every 10 Pagodas which was Returned from China unpaid	800	" "
	October 18th By Interest on 2 Company's Bonds for 194 Pag.s @ 8 p Cent	15	15 40
	Nov.r 30th By Ditto 1 Ditto Ditto for 70 Ditto	5	20 "
	1787		
	May 8th By the Amount Salvage on 6 Bales of Piece Goods from Masulipatam p Sloop Scherer, the Deceased's share Received as p Mr. Shamier, Sultan's Award	176	" "
	Carried Over Pag.s	5826	24 60

1787		Brot. Over Pags.	4167. 6. ..	
Febry.	9th To Jaggathar Dollah Insurers Broker paid Insurance Premium from China to Madras on the Snow St. John Pags. 2300		74. 3.	
	28th To Padre Ter Johannes for Masses as p Deceased Will		8. 9. .	
March	20th To Company's Duty owing by the Deceased in his life time		10. 29. ..	
	31st To Elias Minas paid him in part of the Deceased Debt		1636. 2. 10	
April	1st To Elias Minas and P Coorad Elias his Son - paid them by Seth Aviet for the Amount of their Goods Sold at the Outcry among the Effects of Johannes Caldar as appears by the account Sales		656. 28. ..	
May	13th To Funeral and Sundry other Charges as p Account particulars		123. 30. 10.	
	" To the Deceased's Cook Bahar his Wages for 2 Months		8.	
	" To Company's Duty for 7 Chests of Silk from China p Snow St. John		58. 27. 10.	
	" To Ditto . . Ditto for 3 Chests of Silk from China p Sloop St. George		12. 30. 00	
	22 To Maroothi and Catchick Joseph paid them Freight for 10 Chests of Silk and Rice Goods as p Bill		111. 11. 20	
June	28th To Company's Duty on 5 Ps. of Velvet from Masulipatam		3. 30. ..	
August	6th To Messrs. Aviet Marcar paid for Godowns Rent for 9 Months & 15 Days as p Bill		38.	
	" To House Rent for 6 Months paid Ramachellum		18.	
October	6th To Funeral Charges for the Deceased's Slave Girl		5. 32. 00.	
	24 To Elias Minas paid his Share on Goods Consigned by the Deceased to Siam, and Manilla, the whole Amount Sale thereof being brought in the Credit of this Account and the same is as follows. -			00.
	Goods to Siam 227 Pieces Parcals Mr. Elias Minas's 2/3d Share is	190. 35. ..		
	Goods to Manilla in the year 1785 p Snow St. John Capt. Don Pedro Angelo Consigned to Don Diego Garcia Errero 2 Bales of No 9 & 10 being the property of the said Elias Minas as p Account particulars delivered to him by Mr. Seth Aviet in his life time	482. 35. ..		00.
			673. 25. ..	
1788				
January	1st To Dionisio Phillippus Callendar for Translating the Deceased's Will into English Language and his attendance to swear on the same as p Bill		20. 22. ..	
April	1st To House Rent paid Ramachellum for 1 year as p Bill		96.	
August	11th To Elias Minas paid him for the Goods sent from China on or about the 1st August 1786 Sold for 800 Pags. which is brought in the Credit of this Account and not paid them with Interest makes			
November	19th To Avatoon Cachatoor Writer to the Armenian Church for Funeral Charges of the Deceased's first Wife which was not paid by the Deceased in his life time		928.	
			18.	

	Brot. forward Pags.	5826.	24.	60.
1787 June. 10th	By Aratoon Atham and Petrus Ser Johannes on Goods Consigned to them by the Deceased and Sold by them as p. their Account Rupees 1268. 14. @ 360 p. % Pags. is	402.	.	60.
"	By Aratoon Mooradcawn on Goods Sold on the Deceased's Account at Siam from whence the Returns were made to Surat and from thence was Remitted by Mr. Gaspar Johannes Rupees 1137. 6. @ 360 Rupees p. % Pags. is	393.	32.	.
29th	By Interest on Company's Bonds of Pags. 171. for 2 Years @ 8 p. Cent.	75.	11.	.
"	By the Amount of 10 Piculs Quick Silver sent from China by Sator Gregorio Sold @ 34 1/2 Pags. p. Picul deducting Brokerage & Interest Neat is	337.	22.	60.
"	By the Amount Sale of Goods sold at Manilla Spanish Dollars 1096. 14 Annas Sent by Don Diego Garcia on account of the Deceased Deducting 2 p. Cent Remains Spanish Dollars 1073. 15 1/2 @ 16 1/2 p. every 10 Pags. is	66.	43.	.
"	By Coolinga Rastrah for 20 p. Rud Cambayas.	42.	.	"
Augt. 7th	By the Amount Sales of Goods sold at Manilla Spanish Dollars 42, Sent by John Moorad Received here from Sator Jur Stephen @ 16 1/2 Dollars p. every 10 Pagodas	27.	20.	.
Sept. 19th	By Interest on 2 Company's Bonds for 191 Pagodas @ 8 p. Cent	15.	16.	60.
Decr. 1st	By 2 Caps and Net from China	10.	"	"
1788 April 15th	By Interest on 2 Company's Bonds for 521 Pags. @ 8 p. Cent	42.	41.	.
Augt. 18th	By Sarquis Sator on Account of Nicholas Bouttes Respondentia Share Rupees 321. 2 1/2 @ 357 Rupees p. 100 Pags. is	80.	63.	60.
1789 Janry 14th	By Interest on 2 Company's Bonds for 191 Pags. @ 8 p. Cent	15.	16.	60.
Febry 19th	By Jacob Patoon for the Ballance of an Account due to the said Deceased Madras Pags. 162 & 14 Annas @ 10 p. Cent Batta	185.	36.	.
May 11th	By Interest on 2 Company's Bonds for Pags. 521 @ 8 p. Cent	42.	41.	.
Augt. 7th	By John De Monte Principal and Interest of his Note	120.	.	.
Sept. 17th	By Mr. Johannes Marterus from China being the Balance of an Account due to the said Deceased Dollars 45 @ 16 Dollars p. every Pagoda	28.	5.	60.
1790 June. 11th	By Interest on 4 Company's Bonds of Pags. 735 for 1 Year @ 8 p. Cent p. Annum	59.	63.	.
July. 28th	By the Amount Principal and Interest of the late Mr. Agavelly Sator's Bond dated 13th Novr. 1785 @ 9 p. Cent Received of Mr. Sarquis Sator Administrator to the Estate of the Deceased Dollars 570 1/2 @ 16 5/8 Dollars p. every 10 Pagodas	363.	7.	60.
	Carried Over Pags.	8722.	38.	60.

1789		Bro.t Over Pag.e	877	25	60
April	1.st To Mr.s Asiet Marcar paid for Godown Rent for 7 Months as p.t Bill	14.	"	"	
May	4.th To Subsistence for the Deceased's Widow her Mother and Servants as p.t Receipt granted by the said Widow and her Second Husband Mr. James Nicolas	792	63	"	
	" To the Deceased's Widow in full of her Legacy as p.t Release granted by her & her Second Husband Mr. James Nicholas	150.	"	"	
June	10.th To Portuguese Writer for Writing Business finished in the Deceased's life time	15.	"	"	
	" To Gregorio Marcar Armenian Writer for Writing Business & Outcry Charges Ditto	25.	"	"	
	" To a Reward paid Gregorio Marcar in a Law Suit commenced by the Deceased in his life time against Jasinto a Spaniard for 2 Bales of Piece Goods Sold him and after the Deceased's Death he was not able to pay the said Demand for which a Warrant of arrest was moved and issued against the Defendant, as soon as he being informed thereof, he the Said Gregorio Marcar above mentioned took the trouble to send him out	9.	6.	10.	
Sept.r	15.th To Cooly Hire for Removing the Deceased's things to the Godown.	1.	"	"	
1790	" To Philipus Jacob paid him for 3 p.s of Chints purchased by the Deceased's Wife	10.	22.	10.	
July	20.th To Godown Rent paid Mr.s Asiet Marcar to this Day being 10 Months @ 2 Pag.s p.r Mo.	20.	"	"	
	To Sundry Persons such as Armenian, Portuguese and Malabar Writers for Writing the Deceased's Business attending on the same for Collecting the Outcry's Money taking Risk upon themselves & Separating the several Accounts of the Concern of the said Deceased in Armenian Language which were in Confusion as p.r Bills and Account Particulars	265	"	"	
1791					
Aug.t	12.th To the Amount of a Debt due by the said Deceased to Narcis Johannes for which Mr. Philipus Jacob Protested against Mr. Asiet Avet in his life time as well as against the Administratrix of his Estate for not paying the said Debt besides this Mr. Narcis Johannes on the 30.th March last Wrote a Letter to the said Administratrix protesting for not paying the Amount Principal and Interest of the said Debt to the Surviving Executor of the said Deceased Johannes Caldar, & if she does the said Narcis Johannes would bring a Claim against her for which Reason this Money is deposited in her Hands until the said Dispute is Settled Principall & Interest to this day is Rupees 2875 & 13 p.s Annas @ 365 Rup.s p.r Pag.a is	596.	5.	60.	
	" To Portuguese & Armenian Writer for drawing & Translating the Inventory Account Sales & Account Current as delivered into Court	56.	18.	"	
	" To Commission Pag.s 15250.36. being the Amount Total of the Credit side of this account Current @ 5 p.r Cent.	762.	62.	10.	
	To Cash paid Mr. Stephen Postharmony Attorney at Law to sustain Answer to the Bill of Complaints filed against me by Arratul Dionisius the Attorney of Elias Minas the Surviving Executor of John Galdar	54.	6.	"	
		Carried Over			

1790		Brought Over Pag.r . . .			87238 10.
Aug.t	17.th	By Interest on 2 Company's Bonds for 1 year Pag.r 194 @ 8 p Cent		15. 18.	
Novem.r	2.d	By Interest for 1 year of the Company's Bond for 70 Pag.r @ 8 p Cent		5. 20.	20.
		By the Amount of Sales of Sundry Effects of the Deceased Sold at Public Outcry at different times as appears by the Account Sales Hereunto Subjoined		650l. 4.	20.
		Carried Over Pag.r		152 50	36 "

Brot. Over Pagt. . . .	11520.	27.	-
To Cash paid Mr. Stephen Postham for Drawing a List and Receipt of Bonds and other Papers handed over to the said Arrahel Dionisius.	14.	3.	-
To Do. Mr. Postham and Mr. Taylor the Register for Delivering the Inventory Account Sales and Account Current in Colert. . . .	101.	3.	-
	11635.	33.	-
To Balance Retained in my hands in Consequence of a Protest Served on me at the Instance of Michael Topping Esquire the acting Attorney of John Whitehill Esquire. . . .	3615.	3.	-
Pagodas.	15250.	36.	-

Madras 12th October 1795.

Errors

Philipus Jacob of Madras Armin is a True Translation as near as can be taken Language I warrant to annexed.

Sworn in Madras this 21st Day of October 1795. — Before me

Ja. Call

Senr. Alderman

Brought Over Pag.r . 15250.36 .

Pagodas. 15250.36 .

October 1791. -

Excepted

Jn.r Ana Seht

ian Merchant maketh Oath and saith that the above

from the Original account Current in the armenian

Philip Jacob

826

826

827

829

Filed 25th October 1791.-

Dr. { The Estate of the late Sett Ser Aviet Deceased in account
. . . . . to the Estate and Effects of the said

1790				
Janry.	20th To Cash Shipped on Board the Ship St. George on account of her Owners to Sura Dollars 2150½ @ 16 7/8 Dollars p every 10 Pags is.	2500.	11.	-
"	To Ditto paid Mr. Aratoon Ser Cachatoor on account of the Dollars. . . .	180.	29.	"
	To Ditto paid Mr. Sarad Coja 9 Maule on account of Gaspar Johannes as p Bill of Exchange Madras Pagodas 500 @ 11½ p Cent Batta. .	557.	22.	10.
June.	10th To Ditto paid Mr. Gregorio Johannes Goolamier Freight and Custom for Goods Sent to Manilla by the Deceased	116.	3.	"
	29th To Ditto paid Mr. Sarad Coja Maule for 900 Bags of Rice Sold by Sum	1079.	11.	"
	To Ditto . . . Ditto . . . . . Ditto for 56 Bags of Rice Sold by Sum	60.	35.	"
July.	15th To Ditto paid Mr. Sarquis Satur Administrator to the Estate of the late Agavelly Satur the Amount of his Share in the Ship St. George late Succes Gally	2373.	32.	"
	27th To Ditto paid the Honble Comptanys duty for 1 Bale of Raw Silk from Bengal	15.	3.	-
Augt.	16th To Ditto paid Mrs. Magdalena Fontell for a Law Suit Commenced by her against the said Deceased and Mr. Sarad Coja 9 Maule Admors to the Estate of the late Gregorio Miguel Deceased as p Decree of the Court of Appeals which was adjusted and Settled for 13000 Pags by Mr. Edward Raphael and a Discharge Granted by her in full ½ Share is	650.	"	-
	23d To Ditto paid Elias Minas being the Amount of Cash Received from Manilla by the Hands of Don Juan Murad Dollars 1002. @ 16 p Dollars p every 10 Pags.	598.	11.	10.
	" To Ditto paid Gaspar Johannes being the Amount of Bills of Exchange Received of Mr. Aratoon Sarquis Rupees 653½ @ 350 Rupees p 100 Pags.	182.	22.	10.
Septr.	12th To Ditto paid Mr. Gaspar Johannes being the Amount due to Him . . .	152.	12.	-
Octr.	10th To Ditto paid Mrs. Petrus Interest due to Her on Pags 11478. 11. for 1 year	118.	11.	10.
	22d To Ditto paid Mr. Henry DuPuy on account of Court Charges in the Suit against William Hornsby as p Bill	286.	26.	"
Novr	7th To Ditto paid the Honble Company Quit Rent for 1 year	10.	6.	"
	30th To Ditto paid Mr. Aratoon Jacob Surviving Excor to the Estate of the late Padre Johannes Ser Narciss being the Amount Deposited into the Hands & Possession of the said Sett Aviet the other Executor as p Discharge of this Date	397.	7.	"
1791				
Febry.	1st To Do. paid Johannes Ser 9 Martirus being the Amount Sale of 300 Bulses of Sugar Candy	1646.	2.	10.
March	8th To Ditto paid Elias Minas being the Amount Sales of 63 pr. of Linnen Saffatys	200.	32.	-
		Carried Over Pags:	20839	37. 60.

Current with Anna Sett Sweet Widow and Administratrix } Cr
Deceased . . . . . } "

1790				
Janry	20th By Cash Received of Mr. Sweet Sett	324.	"	"
	" By Ditto found in the House Dollars 1219½ @ 16⅔ Dollars for every 10 Cags	2500.	11.	"
	" By Ditto . . Ditto belonging to the Estate of the late Padre Johannes Ter Narcis	392½.	7.	"
April	11th By Ditto Received from Manilla 8 Grab Dolphin Dollars 962½ @ 16⅔ Dollars for every 10 Cags	574.	30.	"
May	31st By the Amount Sale of one Bale of Raw Silk Wt 259½ ℔ @ 35 Cags for Wt is 361.70 Deducting Charges & Interest for 2 Months	350.	33.	"
June	11th By Interest of 4000 Cags for 1 year Received of the Honble Company	320.	"	"
	2 Ps Canton Cags 320 . . . Ditto . . .	6.	28.	"
			326.	28. "
	29th By the Amount Sales of the following Articles —			
	3525½ Marcals of Rice	783.	22.	10
	Grass 3. 37	267.	11.	"
	Wheat 37½ Garcas & 10½ Marcals	1672.	5.	"
	Rice 900 Bags Sold by Mr. Sarad	1079.	11.	"
	Ditto 56 Ps . . Ps . . Ps	60.	35.	"
	Ditto 3200 Ps . . Wt 4346¾ Q	3366.	6.	"
			7229.	" "
July	19th By Cash found in the House Batavia Dollars 870 @ 14. 17. ℔ every 100 Dollars		126.	20. "
	By Ditto Received of Mr. Sarquis Sattur Administrator to the Estate of the late Agavelly Sattur Deceased the Amount — Principal and Interest of his Debt on Bonds		2161.	33. "
August	13th By the Amount Sales of 207 Bags of Grass	127. 02. "		
	Ditto 1 Ps Velvet	23. " "		
			150.	02. "
	23d By Ditto Received of Don Juan Moorad from Manilla on Accounts of Mr. Elias Minas Dolr 1002 @ 16⅔ Dollars for every 10 Pagodas		598.	11. 60.
	By Ditto Received of Mr. Anatoon Sarquis on Account of Mr. Gaspar Johannison Bills of Exchange Rupl. 653½ @ 330 Rupl. ℔ ⅞ Cags is		182.	22. 10

Carried Over Cags. 18732. 13. 20.

1791				
		Brought Over Pagt.	2083	37
March	8th To Cash paid Elias Minas being the Amount Sale of 1 Pr. of Velvet.			
May	13. To Ditto paid Messrs. Avetoon Jacob and Aviet Sett Balance of their account.		27	
June	20th To Ditto paid Simon Jacob for Legacy of 1/10th Share Bequeathed by Cachick Nazar in his Last Will and Testament.		108	
	" To Ditto paid Sundry Charges on Account of the Owners of the Ship St. George since the 12th Janry 1790 up to this day		31	20
	27th To Ditto paid the Estate of the late Soros Aviet Deceased being the Amount Received at different times.	577	3	
	Deduct for Sundry Charges paid on Account of the said Estate.	112 22 00	54	25 00
July	27th To House Expences, Servants Wages and other necessary Charges such as Law Suits &c. from the 12th Janr. 1790 to this Day as p Account.			
	To Court Charges paid Mr. Dionizio Philipus Calandrom Suit Mr. Zorer Johannes and Mrs. Anna Johaar in the Executor & Executrix to the Estate of the late Joannes Marcar Marcar Decd against the Estate of the said Joannes as p Bill.	6363	1	
			Sett Aviett	
			34	11 60
		11278	111	
	Charges			
	for			
	...sing Ea			
	being th			
	sai			
	ing			
	Ca			
	ains			
	...rried Over Pagt.	38577	29	00

		Brought Over Pagr.		18732.	13. 20.
1790					
Octr.	27th By the Amount Sales of the following Goods				
	10 Pr. Long Cloth		65. " "		
	22 Dr. Challas		25. 13. "		
	7 Dr. Handk. 12 in a piece		17. 22. 40.		
	5 Dr. Dr. Dr. Dr.		6. 11. 60.		
	2 Dr. Saddys		10. " "		
	90 Dr. Persia Chints		202. 22. 40.		
	Godown Rent for 11 9 Months		35. " "		
	Cash Received of Satur Ter Stephan on account of Aquia Jacob		85. " "		
	23 Bags of Rice		46. " "	492. 24. 60.	
				320. " "	
Novr.	3d By Interest of 4000 Pagr. for 1 year Received of the Honble Company				
	4th By Ditto in Freight Received of Sundry Persons for the Ship St. George on account of the Owners			177. 40. "	
	22d By the Amount Sales of 602 Bags of Grains in 2 Sorts Sold for			628. 29. "	
	23d By the Amount Sale of the Honble Company's Bond of 4000 Pagr. @ 17 Pagr. Discounted 8 p%		3320. " "		
	Interest for 3 9 Months & 20 Days		86. 22. 40.	3406. 22. 40	
Decr.	13th By Cash Received of Narcingadoss & Manavardoss Principal and Interest of their Bond			167. 38. "	
	18. By Ditto Received of Mr. Arratoon Jacob on account of Padre Johannes Ter Narciss Principal and Interest of his Bond			326. 20. "	
1791					
Febry.	1st By the Amount Sale of Two Bales of Chappa Shabbys and Roomals as follows—				
	187 Pcs Chappa Shabby @ 28½ Pagr. p Corge		265. " "		
	216 Dr. Roomals @ 26 Dr. Dr.		280. " "		
	22 Dr. Sistergantty Handk.		49. " "		
			594. " "		
	Deduct Damaged Goods		61. 22. 40.		
			532. 22. 40.		
	Ditto Charges and Interest for 2 9 Months		13. 11. 60	519. 10. 60.	
	By the Amount Sale of 17 Dozens & 6 Bottles of Rum			72. 11. 60.	
"	By Ditto Ditto 234 Small and Large Bundles of Gold & Silver Thread Country Lace			83. 11. "	
"	By Godown Rent for 7 9 Months Received			35. " "	
	By the Amount Sales of 300 Bales of Sugar Candy Sold on account of Johannes Ter Marterus			1646. 2. 60.	
12th	By Interest of 2000 Pagr. for 1 year Received of the Honble Company			160. " "	
		Carried Over Pagr.		26768. 28. 60	

		Brought Over Pags.	38574	29 10
1791				
July	25th To Balance in favor of the Estate		2060	13 -
		Pagodas...	40634	42 10

Madras
Errors

N.B. I have closed the accounts of the Estate of Johannes Goldar to whose
The Balance in favor of the Estate is Pags 3615. 4, which I have retained in
Attorney of John Whitehill Esqr

Anna Sett Aviet
Administratrix

Philipus Jacob of Madras Armenian Merchant maketh Oath and
Original account Current in the Armenian Language Hereunto annexed.

Sworn in Madras this 21st Day of October 1791.

	Brought Over Pagos...	26768	28	40
1791 March	2d By the Amount Sales of 1 Small Bale Contains 137			
	Ps Tampa Shaddy @ 24 Pags p Corge ... 164 87 "			
	3 pr Jalmally ... 3 34 "			
	168 6 "			
	Deduct Charges and Interest for 2 Months.. 2 20 "	165	31	"
	6th By Cash Received of Mr Aratoon Jacob Exr of the late Padre Johannes Ter Narcis Deceased being the Amount of a Legacy bequeathed to my late Husband the said Sett Aviet..	50	"	"
	" By Ditto Received of Don Juan Murad from Manilla Dollars 51 61 Sold for ...	40	"	"
	8th By the Amount Sales of 63 pr White Linnen Taffatys Sold on account of Mr Elias Minas ...	200	32	"
	By Ditto ... Ditto 1 pr Velvet Sold on account of Mr Elias Minas ...	27	"	"
		2	26	"
April	1st By the Amount Sale of 1 Empty Chest ...			
	11th By Cash Received of Pallearn Pallatah Chitty Principal and Interest of his Bond ...	1088	43	"
	25th By Ditto Received of Mr Toros Catchick from Manilla Dollars 1182 @ 17 Dollars p every 10 Pags ...	871	34	"
	28th By Ditto Received of Mr James Taylor the Balance of his account due to my late Husband and Mr Sarad Coja Maule ...	1180	20	"
May	1st By Ditto Received of Mr Marterus Mellick Principal and Interest of his Bond ...	331	"	"
	27th By Ditto Received of Mr Sarad Coja Maule on Account of his Debt due to the said Estate ...	2776	29	"
June	By Ditto Received of Mr Raphael Sature on Account of his Debt ...	381	12	"
	By Ditto Received on Account of the Estate of the late Toros Aviet Deceased in different times ...	5727	3	"
		25	"	"
July	18 By the Amount Sales of 10 Pearls and 12 pr of Moores Sold for ...	699	24	"
	25th By Cash Received of Mr Aratoon Sarquis on Account of Aratoon Melcarn ...			
	Pagodas	10634	62	40

25th July 1791. —

Excepted pr. Anna Sett. Aviet — Administratrice

Estate the said Sett Aviet was the acting Executor and Delivered this Day in Court — my Hands in consequence of a Protest Served on me by Mr Topping Esqr the acting

saith that the above is a true Translation as near as can be taken from the

Sehlips Jacob

Camp at Cuttack 28th June 1790.

As the Service I am now Employ'd on, is of such a Nature as to render my Period of Existance uncertain, to avoid confusion in my little Concerns as much as possible, I Request of Capt.n A: Read my Commanding Officer, to dispose of my Effects in Camp, & Take upon him the management of what will appear by my Papers &c.a I possess, in conjunction with Mr. James Daly of Madras, and in the Event of any thing appening to Capt.n Read, Ensign John Goldsworthy of 28th Batt.n is Invested with full Powers to act in his Room.

I have no Debts of any consequence, & whatever is due to me will appear in a Marble Cover'd Book in my Table Drawer: And it is my particular Desire, that my Brother, And.w Hare, now living in America, & to be heard of, by writting to him, Care of Mr. Tho.s Lea Merch.t Philadelphia, should possess all and every thing belonging to me at my Death, Excepting 500 Rs. which, I direct, in preference, to be given to Mr. John Godfrey Commander of the Snow Eleanor.

My Friends, who I hope, will in Remembrance of me, take upon them this Trouble - are to observe, that in case of my Brothers death, my Effects, as above mentioned, are to be given to Lieu.t Donat O. Herin of the Bengal Establishment, Who jointly with the above mentioned Godfrey, I leave Co Heirs to that, & any thing, that may appear left to me, by my Brother, and only on Condition, That they are to pay one fourth part of such property, to my Aunt, Elizabeth Berry, living in the County of Clare & Parrish of Island in Ireland.

Charles O'Hehir
Ensign 28.th Batt.n N.I.

Witness'd by
John Goldsworthy

"Endorsement on the Back of the Will."

a Will, made at Cuttack 28.th June 1790.

Examined Compared and Carefully Collated with the Original Will proved in the Hon.ble the Mayor's Court at Madras patnam and attested to be a true Copy.

837

839

By the Mayor's Court at Madraspatnam

Be it Known to all Men that on the Eighteenth Day of

L:S: October Anno Domini One thousand Seven hundred and

Ninety one the last Will and Testament of Charles Rehor late of

Ensign 28th Battalion Native Infantry Deceased was exhibited in

Mayor's Court and proved before this Court and Administration of all and Singular the

Goods, Chattels and Credits to the said Deceased in any wise belonging

was and is hereby Committed to Mr James Daly One of the Executors

in the said Last Will named being first sworn well and truly to

Administer the same, and to pay the Lawful Debts of the said Deceased,

and the Legacies in the said Will contained, as far as the Goods, Chattels

and Credits of the said Deceased shall extend and the Law oblige, and

and also to Exhibit into this Court a true and perfect Inventory of

all and Singular the said Goods, Chattels and Credits on or before the

Twenty fifth Day of April next Ensuing, and to render into this Court

a true and just Account of all the Effects of the said Deceased on or before

the Twenty Fifth Day of October which will be in the year of Our Lord

One thousand Seven hundred and Ninety two Reserving a Power of

granting the like Right of Executorship to the other Executor in the

said Will named when he shall appear and apply for the same —

Given under the Seal of the said Court and under the Hands and Seals of

Josias DuPré Porcher Esquire Mayor of Madraspatnam and of Mr

Henry Readhead One of the Aldermen of Madraspatnam this Twenty

eighth Day of October Anno Domini One thousand Seven

Hundred and Ninetyone. —

G. Saylor
Regr

Jos. du Pré Porcher Mayor of Madraspatnam L:S:

H. Readhead One of the Aldermen of Madraspatnam L:S:

840

Copy of Oath administered to Mr James Daly on the 25th October 1791.—

You Swear that you believe this to be Last Will and Testament of Ensign Charles O Hehir Deceased and that you are One of the Executors therein named and that you will faithfully Execute the said Will by paying Debts and Legacies so far as the said Effects will extend and the Law will Oblige you and that you will cause all the said Effects to be appraised and make a true and Perfect Inventory of them at or before the 25th Day of April next Ensuing; and likewise a true and just Account of this your Executorship at or before the 25th Day of October which will be in the year of Our Lord One thousand Seven hundred and Ninety Two.

So help you God!

841

Filed the 1st November 1791 —

Whereas Thomas Smith late Captain in the Honble English East India Company's Service Deceased made his last Will and Testament in writing and therein and thereof made Edward Garrow One of the Executors Now know all men by these presents that I Edward Garrow Executor aforesaid for divers good Causes and Considerations thereunto especially moving do by these Presents absolutely and freely Disclaim and Renounce the said Executorship and by these presents I do Constitute and appoint Henry DuPuy One of the Proctors of the Mayor's Court at Madraspatnam my true and Lawful Proctor for me and in my Name to appear before the said Court then and there to Pray and procure this my Renunciation to be Admitted hereby Ratifying and Confirming all and whatsoever my said Proctor shall do or Cause to be done in the Premises —

In Witness whereof I have hereunto set my Hand and Seal at Trachenopoly this Twenty fourth Day of October and in the Year of Our Lord One thousand Seven hundred and Ninety One. —

Signed Sealed and Delivered
in the Presence of Us. —
Robt Sale
James McKenras

E. Garrow (L.S.)

Filed 1st November 1791.—

Extract from the Proceedings of the King's Ordinary Held at the Town Hall at Madrasapatnam on Tuesday the 25th Day of October Anno Domini 1791.—

Present

Josias DuPre Porcher Esquire Mayor
Andrew Ross — James Innes and
Henry Readhead — Aldermen.

In the Matter wherein Francis Swain Ward is Proponent
(and)
George Reynolds is Opponent.—

Mr. Peter Walker Proctor for the Opponent prays that the Proponent may by next Court Day appoint another Proctor to act for him in the Room of Mr. John White and in default thereof that this Matter may be set down to be Propounded.— Ordered accordingly.—

A True Extract

843

Before the Kings
Ordinary In the Honble
the Mayors Court at
Madraspatnam.

In the Matter wherein Francis
Swain Ward is Proponent and George
Reynolds is Opponent —

The Affidavit of Thomas Ives One of the Serjants
of this Honble Court. —

This Deponent maketh Oath and
Saith that he did on Saturday the Twenty ninth Day of October
last Serve the abovenamed Proponent with the Extract hereunto
annexed by Delivering a Copy thereof to the Proponent in
Person. —

Sworn to in Court
this 1st Novr 1791. —

Thos Ives

G Saylor
Regr

Filed the 9th November 1790.

Before the Kings Ordinary

in the Hon^ble the Mayor's Court at Madras=

patnam.—

This Twenty first Day of September One thousand Seven hundred and Ninety on which day Mr. James Stuart Hall Proctor for Moodookistnah Moodelliar and Rangapah Moodelliar appeared and prayed that Letters of Administration might be granted to them to the Estate and Effects of Vallambedoo Audeyapah Moodelliar as Sons and Heirs, to which application Mr. Peter Walker as Proctor for Yellumbadoo Nineapah Moodelly Chinna Nineapah Moodelly Moodoo Moodelly and Conneyapparoo Vencatachellum appeared and filed a Caveat and the said Proctor first above named did thereupon pray on Sundry Days that these Proponents might put in Allegations with Regard to the said Matter to which Mr. Peter Walker as Proctor for the Pro= ponents did consent.—

And now the said Proponents by all better and more effectual Ways and means in the Law to all Intents and purposes— whatsoever do allege and say that the Opponents have not a— preferable right to the Estate of the Deceased or the Administration thereof but these Proponents have a better and juster Claim thereto as will appear in the following Statement and the Reasons therein after adduced.—

1st These Proponents say that the said Deceased Departed this Life upwards of ten years since and at the time of his Death he left four Sons namely Iyoodo Moodelliar, Moodookistnah, Vencatakistnah

Vencatakistnah and Runga these Proponents say that the three Younger namely Moodakistnah, Vencatakistnah and Runga behaved so little to their Fathers Satisfaction that he placed no Confidence in them but upon his Death bed and while he was yet living he gave up the whole of his Estate and Effects to his Eldest Son Iyodee Moodeliar informing him at the same time of what he died possessed of as well as what he owed and Charging him to pay off the same These Proponents say that the Property he possessed chiefly consisted in Three Houses and a Piece of Ground and he had at the time of his death Several considerable Debts due from him amounting together to one Thousand Five Hundred Pagodas or thereabouts all which the said Iyodee Moodeliar became bound to pay and he incurred a Debt besides of three Hundred Pagodas for Funeral Charges of his Father and Mother another Debt of three hundred Pagodas or thereabouts he was Obliged to incur for the Funeral of his Brother Vencatakistnah and a further Debt of One Hundred and Fifty Pagodas or thereabouts in the Marriage of his Brother Runga One of the Opponents above named Besides which he was Obliged to Maintain the family which occasioned him to Advance Several Considerable Sums of Money and in Order to do this and discharge the Several Sums above mentioned he was under the necessity of borrowing Several Sums of Money to a Considerable Amount for which these Proponents still hold his Bonds that is to say the Proponent yellumbadoo Nirnapah Moodelly a Bond for Six hundred and Eleven Pagodas and Subtract the

Pagodas the Proponent Chinna Nineapah Moodelly a Bond for
One Hundred Pagodas and the Proponent Moodoo Moodelly a Bond
for one Hundred and Twenty four Pagodas with Interest respectively
due thereon these Proponents say that when they Advanced him the
Several Sums he took up they always understood that they were to be
paid their Debts out of the Estate and Effects of the Deceased as they well
know that the Money borrowed was applied to the Discharge of his debts
and to the Support of his Family and this was also understood by the
said Tyodde Moodeliar as well at the time that he borrowed the
Money as at the time of his Decease for some short time previous
thereto being apprehensive of his approaching End he sent for his
two Brothers the said Opponents and Declared to them in the presence
of his Wife as well as these Proponents in the following manner. —
you know he said my Brothers, addressing himself to the Opponents
what considerable Sums I have been assisted with from my Friends
for the purpose of discharging my Father's Debts, performing the
Funeral Ceremonies of our Deceased Parents and providing for and
maintaining yourselves and your Families it is a duty I owe to
them to do all I can to Secure to them their Debts and I cannot do
it better than by recommending it to you my Brothers with my
last breath" — and then Stating the particulars of the Deceased's Estate
which he had destined for the discharge of these Proponents Debts
he departed this Life so that these Proponents say that they are
well and truly entitled to expect the payment of their several demands
out of the Estate in Contest and are therefore best entitled to the
Administration. —

2nd

2nd . . . . . These Proponents say that the Opponents immediately upon their Brother's death and before he was buried as well as frequently afterwards assured these Proponents that they would pay their Debts and Matters went on so far that they made out and Settled their respective accounts with the Estate and these Proponents well hoped that all Matters would be Settled agreeably to what was right when all at once the Opponents by some evil advice applied for the Administration intending if they should succeed to oust these Proponents of their Lawful Debts although the same partly Contracted for their own maintenance and a Considerable part of it for the Funeral Ceremonies of one of them.

3rd . . . . . These Proponents say that the management and distribution of Intestate Estates must be ever subject to the Law of the Land where the Estate is and in the Present Case as the Contest is between Natives of India and the Estate is in India it must be subject to the India Law which is clearly and pointedly in favor of these Proponents.

4th . . . . . These Proponents say that no Injury whatever can arise to the Opponents who cannot expect any part of their Estate until their Father's Debts are paid whereas these Proponents will be remediless if they do not Succeed in their application.

These Proponents therefore pray that Letters of Administration may be granted to them of the Estate and Effects of the said Vallambadoo Audeyapah Moodelliar upon they giving good and sufficient Security for the faithful Administration of the Estate.

P. Walker
Proctor

Delivered the 18th January 1791.

Before the Kings Ordinary
in the Honble the Mayors
Court at Madraspatnam

The Answer of Moodoo Kistna Moodeliar and Rungapah Moodeliar Sons and Heirs of Vellambadoo Andeapah Moodeliar Deceased to the allegations of Vellambadoo Nineapah Moodelly Chinna Nineapah Moodelly Moodoo Moodelly and Comreaparoo Venca Tachellum Proponents

The said Opponents admit that they did on or about the Twenty first day of September last past by their Proctor James Stuart Hall pray that Letters of Administration to the Estate and Effects of the said Vellambadoo Audeyapah Moodeliar Deceased might be granted unto them as the Sons and Heirs of the said Deceased And these Opponents also admits that the Proponents did by their Proctor Peter Walker file a Caveat thereto and that thereupon the said James Stuart Hall as Proctor for these Opponents did on Sundry days pray that the said Proponents might deliver in Allegations with regard to the said Matter and whereto the said Peter Walker as Proctor for the said Proponents did consent and accordingly on or about the Ninth day of November in the present year of Christ One thousand Seven Hundred and Ninety file certain Allegations thereon.

In Answer to which said Allegations and to the Several Charges therein and thereby alledged and propounded by the Proponents these Opponents say that they have good and Sufficient right and Title to have Letters of Administration granted unto them to the Estate and Effects of their said Deceased Father as Sons and Heirs to the said Deceased Notwithstanding the Reasons of the said Proponents to the Contrary and to the first of which these Opponents say that there is not any Matter or thing in the said first Allegations of the Proponents

said

said Allegations contained in any wise Relevant to the matter in Question, nor any objection therein or thereby Shewn to the right by Law vested in these Opponents of the right of Administration of all and Singular the Estate and Effects of the said Vellambadoo Andeapah Moodeliar as Sons and Heirs of the said Deceased for these Opponents say that to deprive them of such right or rather to Shew them disqualified to Exercise the same and possess the Benefits and Advantages thereof the Proponents should have shewn those Legal incapacities in these Opponents which the Law points out and absolutely requires in Order to bar the right of the next of kin to Letters of Administration of an Intestate in preference to Strangers to Wit that these Opponents are under age, that they are non compos mentes &c so forth which these Opponents say the Proponents have not done, because it was not in their Power so to do these Opponents say that instead thereof they the Proponents have entered into foreign and impertinent Matters which as these Opponents are advised has no Connection with nor any Relation to the question of preferential right in these Opponents to Letters of Administration of the Estate and Effects of the said Vellambadoo Andeapah Moodeliar Deceased as Sons and Heirs of the said Deceased. And these Opponents say that by the Custom of this Cast and by the Law of the Land they have under legal Capacity a preferential right to Letters of Administration of the Estate and Effects of their said Deceased Father the said Vellambadoo Andeapah Moodeliar and as the Legal Capacity in these Opponents is no where questioned by the Proponents in and by their said Allegations these Opponents are advised that such their preferential right is fully admitted and Effectually Established and whereof they humbly Claim the benefit and Advantage as by Law they are entitled. And

Andeaprah Moodeliar departed this Life thirteen years ago or there=
abouts and not ten years ago as is Erroneously Setforth in the said Allega=
tions of the Proponents and these Opponents Deny their said Deceased
Father the said Vellambadoo Andeaprah Moodeliar did on his Death
bed declare as in the Proponents said allegations is unjustly and falsely setforth
that these Opponents and their Deceased Brother Vencatakistna had not
behaved themselves agreeable to his satisfaction or that he placed no confidence
in them or that he gave up the whole of his Estate and Effects to his Eldest Son
these Opponents Brother Iyodda Moodeliar now Deceased or that he
died Indebted to any Person or Persons in any Sum or Sums of Money=
whatever because these Opponents say that their said Deceased Father the
said Vellambadoo Andeaprah Moodeliar when in his last illness=
apprehensive that his dissolution was near and anxious to shew his
paternal regard for his Children in his last moments did require the
attendance of these Opponents and their said Deceased Brother the said
Iyodda Moodeliar and Venkatakistnah and of his Daughter these Opponents
Sister and Declared to them in the presence of Several Relations and
Friends that as he was not Indebted to any one the Estate he should
die possessed of would be clear and unencumbered and therefore desired that
they his Children To Wit these Opponents their said Deceased Brothers
Iyodda Moodeliar and Vencatakistnah and their said Sister might
divide the same amongst them share and share alike and these
Opponents say that their said Deceased Father the said Vellambadoo
Andeaprah Moodeliar died possessed of an Estate far exceeding the
Amount Setforth by the Proponents in their said allegations and these
Opponents say that on the death of their said Father the said Vellam=
badoo Audeyaprah Moodeliar their Eldest Brother the said Iyodda
Moodeliar since Deceased did with the Consent of these Proponents and

their

their said Deceased Brother the said Venkatakistnah taken upon himself the management of the said Estate of their said Deceased Father the said Vellambadoo Andeapah Moodeliar and of every other Concern of their Family and these Opponents say they deny their said Deceased Brother the said Iyooda Moodelliar did in his life time incur any Debt or Debts for or on account of the Funeral Expences of their said Deceased Father the said Vellambadoo Andeapah Moodelliar and of their Mother as is falsly set forth by the Proponents in their said Allegations because these Opponents say that a part of the Estate which their said Deceased Father the said Vellambadoo Andeapah Moodeliar died possessed of consisted of the Sum of Five hundred Pagodas and that from and out of the said Sum of Five hundred Pagodas the said Iyooda Moodeliar did expend the Sum of One hundred Pagodas and did therewith Defray all the Charges incurred in the performance of the funeral rites of their said Deceased Father the said Vellambadoo Andeapah Moodeliar as aforesaid and these Opponents say that their Mother did depart this Life about twelve Months ago and that about fifteen days after the Decease of their said Mother these Opponents Brother Venkatakistnah did also depart this life and that to avoid unnecessary Expences their funeral Ceremonies were performed at one and the same time and that the Moneys Expended thereon did not exceed the Sum of Eighty Pagodas half of which Sum was defrayed by one of these Opponents Moodookistnah from and out of his own fortune acquired by his own labours after the death of their said Deceased Father the said Vellambadoo Andeapah Moodeliar and the other half was defrayed by these Opponents said Deceased Brother the said Iyooda Moodeliar who to that End and as the manager as aforesaid of the Estate aforesaid did Deposite with one of the Proponents Vellambadoo Nirudapah Moodelly certain Joys a part of the said

These Opponents Deny that their said Deceased Brother the said Iyodda Moodelliar did ever incur a Debt of one Hundred and fifty Pagodas in order to defray the Marriage Expences of this Opponent Ranga because these Opponents say that for the sake of Oeconomy such Marriage was celebrated at a Considerable distance from Madras that the Amount of the Sum Expended thereon did not exceed the Sum of Fifty Pagodas and that a half part thereof was defrayed by this Opponent Moodoo Kistnah And these Opponents Deny that their said Deceased Brother the said Iyodda Moodeliar was under the necessity of borrowing any Sum or Sums of Money as set forth by the Proponents in their said Allegations for and on Account of the Support of the Family aforesaid because these Opponents say that their said Deceased Father the said Vellambadoo Andeapah Moodeliar did die possessed of an Estate Equal thereto or if difficient such difficiency was supplied by this Opponent Moodookistnah who from and out of the Emoluments of a School which he kept at Triplicane and other avocations did pay to these Opponents said Deceased Brother the said Iyoddah Moodeliar the Sum of three or four Pagodas per Month with a view of preserving entire as far as possible the same could be done the Estate of their said Deceased Father the said Vellambadoo Andeapah Moodeliar and thereupon these Opponents say that if their Deceased Brother the said Iyoddah Moodeliar ever did Borrow the Money from the Proponents as in and by their said Allegations is propounded that then & in that Case the said Iyoddah Moodeliar did so borrow the same for his own individual use and purpose and not for or on account of these Opponents and the Family aforesaid and therefore that the Estate aforesaid is not Chargeable with the repayment thereof and these Opponents say that their said Deceased Brother the said Iyoddah Moodeliar did betray the trust

reposed

reposed in him by these Opponents and their said Deceased Brother the said Vencatakistnah in committing to his Management the Estate aforesaid and did squander away and ruin the same to support his own Extravagancies and these Opponents Deny that their said Brother the said Iyoddah Moodelliar at the time of his death did send for these Opponents and make to them the Declaration in the Propounents said Allegations propounded and that there did not Exist to the knowledge and belief of these Opponents any foundation for such declaration.—

To the Second Allegation by the Propounents Propounded these Opponents say that they deny having promised to discharge the Propounents Claim on the Estate of their said Deceased Brother the said Iyoddah Moodelliar and these Propounents further say as a proof that the Propounents never did Conceive themselves Entitled to any Sum or Sums of Money from or out of the Estate of these Opponents Deceased Father the said Vellambadoo Andeapah Moodelliar, these Opponents say that upon an application to this Hon^ble Court made by one Alavar Andeapen for Letters of Administration to be granted him of the Estate of these Opponents Deceased Brother the said Iyoddah Moodelliar they the Propounents did file a Caveat thereto and the said Alavar Andeapen thereupon in order to avoid an Expensive Litigation did Withdraw his application as aforesaid whereupon the Propounents instead of obtaining Letters to the Estate of these Opponents said Deceased Brother the said Iyoddah Moodelliar Jointly in Conformity to their application did and as

Design permit the Proponent V Neelon V Moodelly to obtain the same Separately and that he is now the Sole Administrator thereof and these Opponents say — that in their application for Letters of Administration to be granted to them of the Estate of their said Deceased Father the said Vellambadoo Andrapah Mooeliar they cannot have any design of ousting the Proponents of any Debts due to them as is falsly by the Proponents propounded in and by their said Allegations because these Opponents say that the Opponents have never asserted that these Opponents said Deceased Father in his life time was in any manner or wise Indebted to them the Opponents and these Opponents say that on their these Opponents obtaining Letters of Administration to the Estate of their Deceased Father the said Vellambadoo Andrapah Mooeliar the Claim of the Proponents thereon as Creditors cannot be injured but that if any Claim they have it will retain the same force and Validity as if they the Opponents had obtained the said Letters instead of these — Opponents and therefore these Opponents say that the Opposition made by the Proponents to the application of these Opponents as aforesaid must carry with it the appearance of fraudulent and evil intention. —

To the third Allegation by the Proponents propounded these Opponents say that in the Cast of these Opponents Letters of Administration to the Estate of an Intestate is a Thing unknown and therefore no custom thereof can favor the present Views of the Proponents as in their said allegation is falsly propounded and thereon these Opponents say that as the right of the Parties cannot be tried according to any local Custom prevalent in the Cast of these Opponents because no such Custom exists it must be tried according to the Laws that influence this Honble Court before which the Present application of these —

Opponents

Opponents is litigating and thereupon these Opponents say being so advised that according to such Laws the Preferential right of Letters of Administration to the Estate of their Deceased Father the said Vellambadoo Andeapah Moodeliar is vested in these Opponents as Sons and Heirs to the said Deceased.

These Opponents therefore relying upon the Declaration of the Law in their favor as aforesaid and as no legal incapacity has been offered to them these Opponents by the Proponents

Humbly pray that their application for Letters of Administration to the Estate and Effects of their Deceased Father the said Vellambadoo Andeapah Moodeliar be granted unto them as Sons and Heirs to said Deceased and that the Proponents said allegations be dismissed with exemplary Costs for their Litigious and Vexatious Opposition in the Premises. -

/Signed/ Moodoohishnen

/Signed/ Rungapen

Stuart Hall
Proctor for Opponents

I True Translation as near as can be from the Malabar Language

Ranganaudom
Interpreter

860

862

Extract from the Proceedings of the Kings Ordinary Held at the Town Hall on Tuesday the 1st Day of November Anno Domini 1791.

Present

Josias DuPre Porcher Esquire Mayor

James Call Andrew Ross and Henry Chichley Michell Aldermen

In the Matter wherein Yellamvabadoo Nineapah Moodelly Chinna Nineapah Moodelly Moodoo Moodelly and Cannaya-paroo Vencatachellum are Proponents

and

Moodookistnah Moodeliar and Rungapah Moodeliar are Opponents

relative to the Estate of Vallambedoo Audeyapah Moodeliar Deceased.

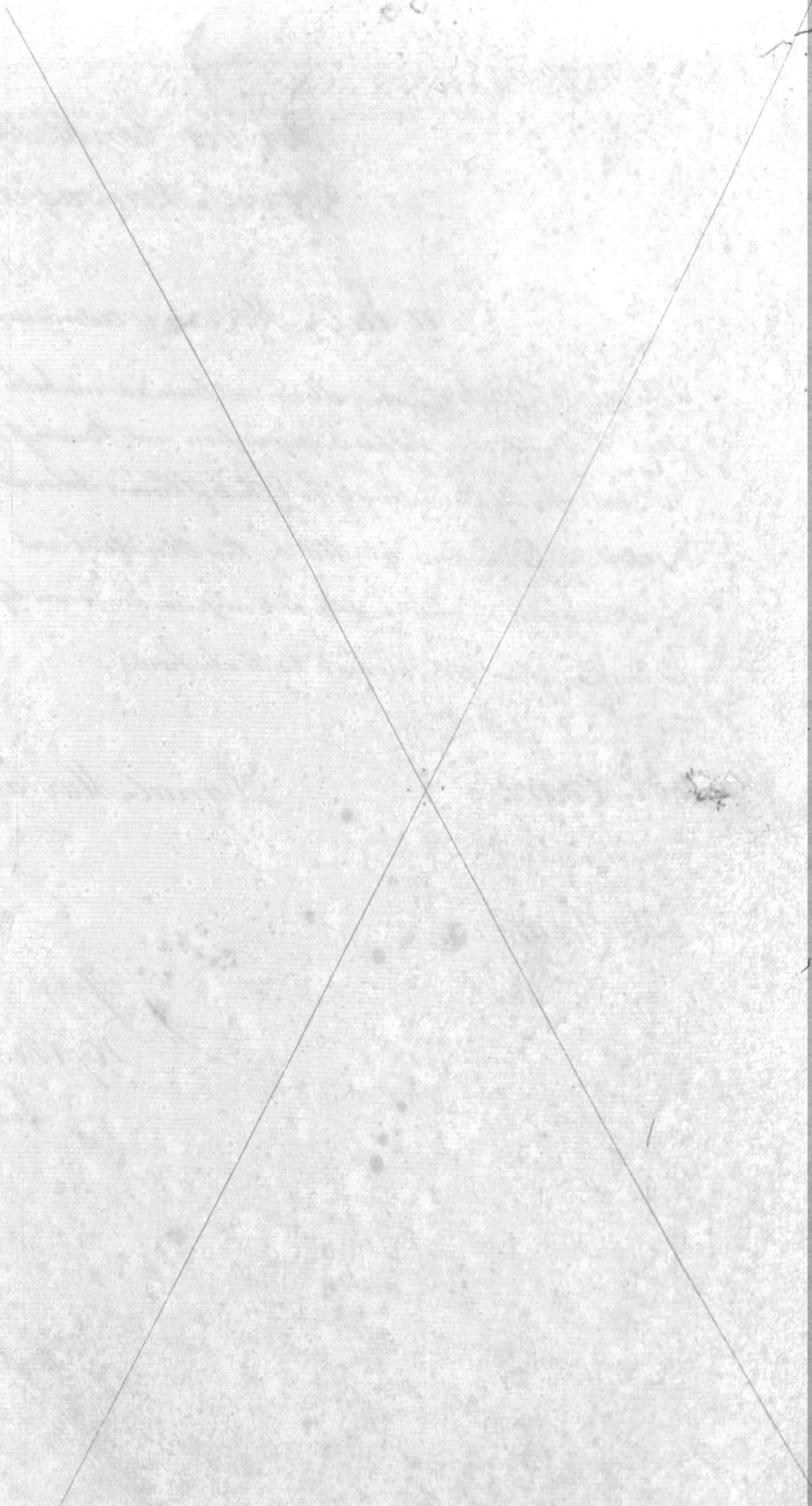
Allegations Read.

Answer Read.

The Court on Hearing the Allegations and the Answer thereto Read being of Opinion that the Merits of the Question are fully Comprised therein think it unnecessary to proceed to the Reading of the Evidence on either side it is therefore Ordered that the Allegations and Answer be only entered upon the Records as Read at the Hearing of the above Matter.

The Matter in dispute between the Proponents

Moodoo Moodelly and Conneyaparoo Vencatachellum and the
Opponents Moodoohistriah Moodeliar and Rungapah Moodeliar
coming on to be Propounded this Day in the presence of the Proctors
on both sides On Hearing the Arguments made use of by the
Proctors and on due Consideration had thereon This Court doth
think fit to pronounce and doth accordingly pronounce that
Letters of Administration be granted to the Opponents to the
Estate and Effects of Vallambedoo Audeyapah Moodeliar



ao 8th November 1791.-

In the Horble the Mayors
Court at Madrasphatnam.-

Daniel Murray administrator to the
Estate and Effects of John Stevenson Deceased maketh Oath and
saith that on account of his Indisposition and Business he could
not prepare the Inventory of the Effects of the said John Stevenson
according to the time limitted by this Horble Court nor does
he believe that he will be able to Compleat the same before the
Expiration of two Months from the Date hereof.

Sworn in Court
this 8th Day of November 1791.-

Daniel Murray

G Saylor
Regr

Lohan
Proctor

I Hugh. Maxwell in the Service of the East India Company being in perfect health of Mind and Body, do make this my Last Will and Testament all Written and Signed with my own hand at Itchapoor in the Ganjam District this Thirtieth day of April One thousand and Seven Hundred and Eighty eight.—

In the first place my Papers will Shew what Debts allowances &c.ª are due to me in India which I Reckon to Amount to Forty Thousand Rupees good Money, besides which I have in England in the hands of Messrs. Paxton & Co. formerly of Calcutta, a Bill on the Directors of the East India Company for the Principal Sum of £ 843 Some Shillings & Pence, with such Interest as may have accrued since the said Bill became due.—

Of Debts due by me I have few and these only to a trifling Amo.t as I have all my life paid ready Money for all necessaries.—

Out of the Sum I may die possessed of I give & bequeath the following Legacies which are to be paid first from my Estate after my Servants Wages, Funeral Charges & Debts are discharged, and to take place of all other Claims.—

I give to my Old Servant and Dubash Sawmy, the Sum of Five Hundred Star Pagodas, and a Sum not exceeding fifty Star Pag.ª in Addition should I die when absent from Madras. as he has had the misfortune to get a Rupture in my Service it is incumbent on me to provide for him.—

I give to my Old Peon Venkatram of Madras One hundred Star Pagodas and an Additional Sum of Twenty Star Pag.ª should I die absent from Madras.—

I give to my Girl Lechmee as a Support in her old age the Interest of Three Hundred Star Pagodas, to be paid her Monthly at the rate of Ten per Cent. per Annum by my after named Executor. The House also in the Black Town Lot I now live in and of which she has the Bill of Sale which is Drawn

such condition, and she has Liberty to Sell or Dispose of the said House as she may think proper, and the Money arrising from the profit of the said House to be at her own entire disposal.—

After the aforementioned Legacies shall have been paid ~~Here the Testator~~ ~~of my fortune~~ It is my Will that the whole of the ~~Testators~~ Money arising from the Interest of the Residue of my Estate be given to my Mother Mrs. Mary Maxwell during Her life, at her death the whole of the Principal Sum and such Interest as may be due upon it I give and bequeath to my Brother Lt. Colonel William Maxwell It will appear from a Bond in the possession of Mr. Henry C. Michell of Maddepollam, that Alexander Mc Nicoll at present Commanding the Cudda Dux from Bombay owes me a balance on said Bond, but it is my Will that the Money shall not be demanded, as I am certain he will pay it when able. The same to be observed in regard to a Note of hand of Mr. John Warricker for two hundred Rupees.—

If any doubts should arise concerning the meaning and Intent of this Will which I think hardly possible, my after named Executor shall nominate a Gentleman Resident in Madras (not a Lawyer) to give his Opinion and his determination shall be final.—

And I hereby appoint and nominate Mr. James Amos of Madras to be my Sole Executor in India, and I bequeath to him the Sum of One Hundred Pounds Sterling to be computed at eight Shillings for every Star Pagoda, and I Request he will take the management of the ~~Two~~ Three hundred Star Pagodas which I have bequeathed as aforesaid to my Girl Sechmee into his hands and pay her the Interest Monthly or quarterly if more convenient— and I appoint and Nominate Messrs. Paxton & Co. formerly of Calcutta together with my Mother and Brother to be my Executors in England

869

England. Atchapoor 30th April 1788.

Hugh Maxwell L.S.

Munsurcotah 7th January 1789. Since Writing the above my
Friend Henry C. Michell having gone from Maddapollam to Madras
it is my request that he will act jointly as my Executor with Mr. Amos
and I bequeath to him the same Sum and recommend to his care and
Protection my Servants, particularly my Dubash Swaumy and my
Girl Lechmee, who have lived with me so many years Hugh Maxwell.

Munsurcotah 12th May. In addition to the above mentioned Legacies
I give into ~~my Brother in Law Mr~~ to my Butler Vencaty Swaumy Five
~~Pond Sterling~~ Hundred Pagodas to be paid him ~~the~~ in full besides Wages to the end of the
Month in which I may die Hugh Maxwell

"Endorsement on the Cover of the Will."
The Last Will & Testament of
Hugh Maxwell in the Service of
the East India Company, to be
Opened at his death by Mr. Amos
and Mr. H.C. Michell of
Madras.

870

I Hugh Maxwell Esquire in the Service of the East India Company do make and Publish this Codicil to my Last Will and Testament of the Thirtieth of April One Thousand Seven Hundred and Eighty eight and to my Codicil thereto of the Seventh of January One Thousand Seven Hundred and Eighty nine and to a further Codicil of the 12 of May in the same year all Contained in One Sheet of Paper — First in addition to what I have before bequeathed to Latchamy I further bequeath her the Interest of One other Hundred Pagodas, Item to my Boy Rungah I bequeath the Sum of Fifty Star Pagodas, Item I give and bequeath to my Peon Tanapah the Sum of Fifty Star Pagodas. Item To the Little Orphan Girl I took care of at Ganjam, Fifty Pagodas, Item I give and Bequeath unto the Civil Fund at Madras the Sum of Five Hundred Star Pagodas Item In case there should be Established a Military Fund at Madras upon Grounds Similar to that of the Civil Fund, I give and bequeath unto such Fund the Sum of One thousand Star Pagodas upon the following Conditions and Provisoes, To Wit that the Establishment of the said Military Fund shall take place within two years from the time of my Death and not otherwise, And that during the said Term the said Sum of One thousand Star Pagodas be put out at Interest at the discretion of my Executors for the benefit of the said Fund if it shall take place within the said Term of two years otherwise at the expiration of two years the said Sum of One thousand Star Pagodas and the Interest thereon then accrued, shall sink into and become part of the Residue of my Estate hereinbefore disposed of. — Item M Nathaniel Webbe is Indebted unto me two Several Sums of Money upon Bond One for the Principal of two Thousand two Hundred Pagodas — and three Thousand Rupees I desire that the said last Bond of three

thousand

Thousand Rupees may be delivered up to him to be Cancelled and I hereby declared the said Bond Null and Void and all Interest now Due and Owing upon both the said Bonds — Item I give and Bequeath unto David Haliburton Esquire in whose House I now Reside all my Plate — and Wines and Liquors of any kind whatsoever —

Item To William Duffin Esq One hundred Pounds or two hundred and Fifty Star Pagodas, To M. Henry DuPuy of Madras attorney the Like Sum of One hundred Pounds or two hundred and Fifty Star Pagodas — Item I give and bequeath to Miss Lydia Davidson the Sum of Five hundred Star Pagodas. —

I Hereby Ratifying and Confirming my before mentioned Last Will and the Codicils thereto & this my Codicil on Choultry Plain Madras this Twenty Eighth Day of October One thousand Seven hundred and Ninety one — On hearing this perused to me & perusing the same I further Will and bequeath unto M Spencer Corbet the Sum of Two hundred and fifty Pagodas he now owes me. —

Signed, Sealed published and declared by the Testator as and for a third Codicil to his Last Will and Testament and two former Codicils by the Testator putting his Mark in the Presence of us who at his request and in his Presence and in the presence of each other have severally subscribed our Names as Witnesses thereto. The Testator being of sound Mind but disabled by his disorder from Writing. —

Benjamin Bransfill
H.y DuPuy

The Mark of
Hugh Maxwell
L.S.

Examined Contained and carefully Collated with the Original Will

By the Mayor's Court at Madraspatnam. —

L.S. Be it Known to all Men that on the First Day of November Anno Domini One Thousand Seven hundred and Ninety one the Last Will and Testament and Codicils of Hugh Maxwell Deceased was exhibited read and proved before this Court, and Administration of all and Singular the Goods, Chattels and Credits to the said Deceased in any wise belonging was and is hereby Committed to Messrs Henry Chichley Mitchell and James Innes two of the Executors in the said last Will named, being first Sworn well and Truly to administer the same, and to pay the Lawful Debts of the said Deceased, and the Legacies in the said Will contained, as far as the Goods, Chattels and Credits of the said Deceased shall extend and the Law Oblige, and also to exhibit into this Court a true and Perfect Inventory of all and Singular the said Goods, Chattels and Credits on or before the First Day of May next Ensuing, and to render into this Court a true and just Account of all the Effects of the said Deceased, on or before the First Day of November which will be in the year of our Lord One thousand Seven hundred and Ninety two. Given under the Seal of the said Court and under the Hands and Seals of Josias DuPré Porcher Esquire Mayor of Madraspatnam and of Mr. James Daly One of the Aldermen of Madraspatnam this Ninth Day of November One thousand Seven hundred and Ninety One. —

Mayor's Court

G Saylor
Regr.

Jos. du Pre Porcher
Mayor of Madraspatnam
L.S.

J Daly
One of the Aldermen of Madraspatnam
L.S.

873

Copy of Oath administered to Mess.rs Henry Chichley Michell and James Arnison on the 1.st November 1793.

You Swear that you believe these to be the Last Will and Testament and Codicils of Hugh Maxwell Deceased and that you are two of the Executors therein named and that you will faithfully Execute the said Will and Codicils by paying Debts and Legacies so far as the said Effects will extend and the Law will Oblige you and that you will cause all the said Effects to be appraised and make a true and perfect Inventory of them at or before the First Day of May next Ensuing and likewise a true and just Account of this your Executorship at or before the First Day of November which will be in the year of Our Lord One thousand Seven hundred and Ninety two.

So help you God!

Mayor's Court at Madraspatnam.

To Samuel Chaplin a Creditor to the Estate and Effects of the late Lieutenant Thomas Sevengstone Deceased.

Send Greting

Whereas the said Lieutenant Thomas Sevengstone having departed this Life Intestate We desirous that the Goods, Chattels and Credits of the said Deceased be well and truly Administered, and Disposed of, and that the Credits of the said Deceased be demanded and Received, and all his just Debts paid, as far as his Goods, Chattels and Credits shall extend, and the Law Oblige; Do hereby, relying on your Fidelity, commit to you the Administration of all and Singular the Goods, Chattels and Credits to the said Deceased in any wise belonging, being first Sworn well and truly to administer the same, and also to exhibit into this Court a true and Perfect Inventory of all the said Goods, Chattels, and Credits on or before the Thirtieth day of April next Ensuing, and to render into this Court a true and just Account of all the Effects of the said Deceased, on or before the Thirtieth Day of October which will be in the year of our Lord One thousand Seven Hundred and Ninety Two. And We do by these Presents appoint you Administrator of all and Singular the said Goods, Chattels and Credits. Given under the Seal of the said Court and under the Hands and Seals of Josias DuPre Porcher Esquire Mayor of Madraspatnam and of Mr. James Daly One of the Aldermen of Madraspatnam this Tenth Day of November Anno Domini One thousand Seven hundred and Ninety One.

Mayor of L.S.

Jos. Du. Pre Porcher

Madraspatnam

One of the Aldermen L.S.

of Madraspatnam

J. Daly

Mayor

L.S.

Taylor

Regr.

875

Copy of Oath administered to Samuel Chaplin on the 30.
October 1791.—

You Swear that you believe Lieutenant Thomas Sevengstone died without making any Will that you are a Creditor to the said Deceased that you will faithfully Administer his Effects by paying Debts so far as the said Effects shall extend and the Law will Oblige you and that you will Cause all the said Effects to be appraised and make a true and perfect Inventory of them at or before the Thirtieth Day of April next Ensuing, and likewise a true and just account of this your Administratorship at or before the Thirtieth Day of October which will be in the year of Our Lord One Thousand Seven Hundred and Ninety two.

So help you God!

Filed the 25th October 1791.—

To the Honble the Mayors
Court at Madraspatnam

In the Matter of the Administration to the
Estate of Maurnodour Ponnapah Deceased wherein
Bellautaul the Widow of the Deceased is Proponent
and Maurnodour Latchemana is Opponent.—

The Humble Petition of the abovenamed Proponent.—

Most humbly Sheweth

That your Petitioner's Husband did about four years since depart this life leaving your Petitioner his Lawful and only Widow and without any Children Brothers or Sisters or Parents living at the time of his Decease by which your Petitioner was by the Customs of her Cast and also as she is informed by the English Laws entitled to the Sole and exclusive possession of all his Estate after his Debts were paid and in Consequence thereof she did not think it necessary to apply to this Honble Court for Letters of Administration and was in fact altogether Ignorant of such Proceedings as well as of the English Law as is natural to be expected from a Woman and a Native.—

Your Petitioner Sheweth further that the abovenamed Opponent taken advantage of your Petitioner's ignorance of the Power of this Honble Court to grant Administrations to the Estates of Deceased Persons did about the Month of April last apply to this Honble Court for Letters of Administration to Her said Husbands Estate your Petitioner being totally unacquainted therewith and the usual Time having expired the Honble Court were pleased to grant him Letters of Administration thereto altho' it is well known that the said Opponent was no way

related

Relation or of Kin to the Deceased nor was the Deceased Indebted to him in any Sum of Money nor were they in any manner connected either as friends Relations or otherwise to Warrant such an application.—

Your Petitioner Sheweth further that the Opponent having by this unwarrantable procedings obtained a legal Title to possess himself of her Husbands Estate she has been necessarily obliged to enter into a Litigation to Defend her Rights which she has no doubt the Honble Court will support her in as soon as they are properly acquainted therewith but as in the mean time she must be put to considerable Expence which it will ruin her to lose and as the Opponent is not in sufficient circumstances to Repay her the Costs that she may recover against him and as moreover the application of the Opponent was altogether so unconscionable and unjust all of which will fully appear by the two Affidavits herewith filed.—

She Humbly prays that the Honble Court will be pleased to Order the Opponent before he proceeds further in opposing your Pet.r Suit to give such Security for the Costs in case of his not Succeeding as the Honble Court may think Reasonable and as on some other Occasions they have been pleased to Order or that your Petitioner may receive such other Reasonable and Equitable Relief as to the Honble Court may Seem Meet.

P. Walker

Atty for Pet.r

Filed the 25th October 1791.

Before the
King's Ordinary

In the Honble the Mayors
Court at Madraspatnam

In the Matter of the Administration to the
Estate of Maunnodore Connapah Deceased wherein
Pellautaul the Widow of the Deceased is Proponent
Maunnadour Latchemana is Opponent.

The Affidavit of Valapah of Madras Conicopoly.

This Deponent maketh Oath and saith that he is well acquainted with the above named Opponent Maunnadour Latchemana and he was also well acquainted with the Deceased Maunnadour Connapa during his Life time. and he says that from such his acquaintance with the said Parties he well knows that the said Maunnadour Latchemana was no way Relation or of Kin to the Deceased nor was the Deceased Indebted to him nor were they any further Connected either as Friend, Relation or otherwise except by being Inhabitants of the same Village. This Deponent says further that he is also well acquainted with the Present Proponent Pellautaul and he says he well knows that she was the Lawful Wife and is now the Lawful Widow of the Deceased. and Lastly this Deponent saith that he well knows the Circumstances and Condition in life of the abovenamed Opponent Maunnadour Latchamana and from such his knowledge he says that the said Maunnadour Latchamana has not any sort of property or Estate being by occupation a Common Cooley and gaining his Livilihood by Carrying burthens and he therefore Verily believes that should the present Suit be Determined against him he has not any means of Satisfying the Costs incurred and that therefore the Proponent will have no means of being Indemnified for the Costs she may be put unto unless the Honble Court

Sworn

Should

877

Related or of Kin to the Deceased nor was the Deceased Indebted to him in any Sum of Money nor were they in any manner Connected either as friends Relations or otherwise to Warrant such an application.

Your Petitioner Sheweth further that the Opponent having by this unwarrantable procedings obtained a legal Title to possess himself of her Husbands Estate she has been necessarily obliged to enter into a Litigation to Defend her Right which she has no doubt the Honble Court will support her in as soon as they are properly acquainted therewith but as in the mean time she must be put to considerable Expence which it will ruin her to lose and as the Opponent is not in sufficient Circumstances to Repay her the Costs that she may Recover against him and as moreover the application of the Opponent was altogether so unconscionable and unjust all of which will fully appear by the two Affidavits herewith filed.

She Humbly prays that the Honble Court will be pleased to Order the Opponent before he proceeds further in opposing your Petr. Suit to give such Security for the Costs in case of his not Succeeding as the Honble Court may think Reasonable and as on some other Occasions they have been pleased to Order or that your Petitioner may Receive such other Reasonable and Equitable Relief as to the Honble Court may Seem Meet.

L. Walker
Advt for Petr.

Filed the 25th October 1791.

Before the
King's Ordinary

In the Honble the Mayors
Court at Madraspatnam

In the Matter of the Administration to the
Estate of Maunnodore Bonnapah Deceased wherein
Pellautaul the Widow of the Deceased is Proponent
Maunnadour Latchemarra is Opponent.

The Affidavit of Valapah of Madras Conicopoly.

This Deponent maketh Oath and saith that he is well acquainted with the above named Opponent Maunnadour Latchemara and he was also well acquainted with the Deceased Maunnadour Bonnapa during his Life time. and he says that from such his acquaintance with the said Parties he well knows that the said Maunnadour Latchemara was no way Relation or of Kin to the Deceased nor was the Deceased Indebted to him nor were they any further Connected either as Friend, Relation or otherwise except by being Inhabitants of the same Village. This Deponent says further that he is also well acquainted with the Present Proponent Pellautaul and he says he well knows that she was the Lawful Wife and is now the Lawful Widow of the Deceased. and

Lastly this Deponent saith that he well knows the Circumstance and Condition in life of the above named Opponent Maunnadour Latchamara and from such his knowledge he says that the said Maunnadour Latchamara has not any sort of property or Estate being by occupation a Common Cooley and gaining his Livilihood by Carrying burthens and he therefore Verily believes that should the present Suit be Determined against him he has not any means of Satisfying the Costs incurred and that therefore the Proponent will have no means of being Indemnified for the Costs she may be put unto unless the Honble Court

Should

Walker
Atty for Opp.

Should be pleased to Order the Opponent to give Security for the same.—

/Signed/ Valapah

A True Translation as near as can be from the Malabar Language.—

Ranganaudom

Interpreter

d. the 25th. October 1792.

Before the
King's Ordinary

In the Hon^ble the Mayor's
Court at Madraspatnam —

In the Matter of the Administration to the —
Estate of Maumodour Bonnapah Deceased —
wherein Pellautaul the Widow of the Deceased
is Proponent Maumadour Satchemana is —
Opponent. —

The Affidavit of Rangapah of Madras Maistry Bricklayer.

This Deponent maketh Oath and saith that he is well
acquainted with the above named Opponent Maumaudour —
Satchemana and he was also well acquainted with the Deceased —
Maumadour Bonnapah during his Life time — and he says that from
such his Acquaintance with the said Parties he well knows that the said
Maumadour Satchemana was no way related or of kin to the —
Deceased nor was the Deceased Indebted to him nor were they any —
further Connected either as Friend, Relations or otherwise except —
by being Inhabitants of the same Village — This Deponent says —
further that he is also well acquainted with the Present Proponent
Pellautaul and he says he well knows that she was the Lawful Wife
and is now the Lawful Widow of the Deceased — And Lastly this Depon-
ent saith that he well knows the Circumstances and Condition in Life
of the above named Opponent Maumadour Satchamana and from
such his knowledge he says that the said Maumadour Satchamana
has not any sort of property or Estate being by occupation a com=
mon Cooley and gaining his Livelihood by carrying Burthens and he
therefore verily Believes that should the present Suit be Determined against
him he has not any means of satisfying the Costs incurred and that there-
fore he shall have no means of being Indemnified for the Cost

She may be put unto unless the Honble Court should be pleased to Order the Opp.
ponent to give Security for the same.—

/Signd/ Rungapah

A True Translation as near as can be from the Malabar Language.—

Ranganaudom

Interpreter

Pillaudal Proponent

and

Maumadoor Latchmuna

Opponent.

George Taylor Esq.r

Register

Sir

Please to receive the accompanying Petition and Affidavits of which I have sent Copies to the Opposite attorney — and at the same time given him Notice that I mean to move the Hon.ble Court on Tuesday next the 25.th Instant that the prayer of the Petition may be Granted. —

I am

Sir

your Obed.t Humble Servant

P. Walker

Fort S.t George

October 20.th 1791. —

She may be put unto unless the Honble Court should be pleased to Order the Op-
posers to give Security for the same.—

/Signd/ Rungapah

A True Translation as near as can be from the Malabar Language.—

Ranganaudom

Interpretor

Pillaulal Proponent

and

Maumadoor Latchmuna

Opponent.

George Taylor Esq.re

Register

Sir

Please to receive the accompanying Petition and Affidavits of which I have sent Copies to the Opposite Attorney — and at the same time given him Notice that I mean to move the Horble Court on Tuesday next the 25.th Instant that the prayer of the Petition may be Granted. —

I am

Sir

your Obed.t Humble Servant

P Walker

Fort S.t George

October 20.th 1791. —

883

Extract from the Proceedings of the Kings Ordinary Held at the Town Hall on Tuesday the 15th Day of November Anno Domini 1791.—

Present

Josias DuBrx Porcher Esquire Mayor

Andrew Ross and James Amos —

Aldermen!

In the Matter wherein Teilaunhall is Proponent and Maumadoor Latchmana is Opponent Relative to the Estate of Maumadoor Ponnapah Deceased.—

Mr Peter Walker Proctor for the Proponent acquaints the Court that he did on the Day of pray that the Opponent might find Securities for Costs before he proceeds further in opposing the Letters of Administration being granted to his Client to which prayer the Opponent was allowed to Shew Cause why the Security prayed for should not be given and as the Opponent has neglected to Shew Cause He therefore prays that his prayer for Securities for Costs may be granted.— to which the Opposite Proctor objects his — Client having already given Securities for the due Administration of the Estate of the said Deceased.— Petition read.— The Court having taken the same into Consideration it is Ordered that the Motion for Securities for Costs be Overruled —

A True Extract —

Filed the 23rd. November 1790

Before the Kings Ordinary In the Honble the Mayors Court at Madraspatnam.

The 12th Day of October 1790

On which Day Mr Peter Walker as Proctor for George Reynolds as Executor named in the Last Will and Testament of Mary Ward Deceased and did Exhibit to this Honble Court a Paper Writing purporting to be the said Last Will and Testament of the said Mary Ward Deceased bearing date the Twenty Second day of June in the Present year of our Lord One thousand Seven hundred and Ninety and did prove the same by the Oath of John Card and C. Narrain and did pray Probate thereof on which Day John White as Proctor for Francis Swain Ward as Brother and Heir at Law to the Deceased did file a Caveat whereupon the Proctor for the Opponent did on Sundry days pray this Honble Court that this Proponent might deliver in Allegations in support of his Claim whereto the Proctor for this Proponent did consent and now this Proponent by all better and more effectual ways and means of Law to all Intents and purposes doth propound and saith.—

That the said Opponent ought not to have Probate of the said Paper Writing by him Produced to this Honble Court as and for the Last Will and Testament of the said Mary Ward.—

First. Because To the making of a Good and sufficient Will it is necessary that the Testator should be of a sound and Disposing mind Memory and understanding otherwise it would be null and void and this Proponent says that the said Mary Ward was not at the said Mary Ward was at the time the so[illegible]tended Will is asserted to have been made and for a long time previous thereto of an unsound Mind Memory and understanding and had grown Childish by reason of Old age and infirmities— Therefore incapable of making a Will and therefore the said Paper Writing produced by the Opponent as

the Last Will of the said Mary Ward is void in Law — And this Proponent says that the said Mary Ward did arrive at Madras from Europe some time in the Month of May or June and year of Our Lord One Thousand Seven Hundred and Seventy nine and that she was at such the time of her arrival in India Fifty four years of Age and this Proponent says that the said Mary Ward did live and reside with him this Proponent and his family from the time of her arrival in India as aforesaid until the latter end of the year of our Lord One thousand Seven hundred and Eighty three and during that period received from this Proponent every affectionate regard and attention and although this Proponent was burthened with a large and encreasing Family surrounded with distress and difficulties and without any other means of support than his Pay as a Captain and for a short period as a Major in the Service of the Honble the East India Company yet he did chearfully support the said Mary Ward and as far as in his power lay, and her necessities required supplied the wants of the said Mary Ward who as one of this Proponents family shared in the little all he professed in common with the other part of it and this Proponent says that the said Mary Ward influenced by Caprice, an unhappy disposition and a Melancholy turn of Mind and without any other Reason or Cause did in the said year of our Lord One thousand Seven hundred and Eighty three quit the House of this Proponent who then resided at Vizagapatam and lived in an Adjoining House but did notwithstanding for a long time afterwards regularly Breakfast Dine and Sup with this Proponent and his Family as usual and this Proponent says that the said Mary Ward did at length suddenly disappear and after a variety of Danger &

the time of her said Arrival and until the Month of April or May and in the year of our Lord One thousand Seven hundred and Eighty Six she lived in the Family of Captain Bartholomew Vigors and from that Period until the Month of april and in the present year of our Lord One thousand Seven hundred and Ninety she resided with Charles Loyd of Madras Merchant and then left him and resided in the family of William Bell of Madras Cooper and where she lived until she put a period to her Existence in the Evening of the Fifth of September last past and this Proponent further propounderth and saith that the Opponent ought not to have Probate granted to him of the said Paper Writing by him produced as and for the Last Will of the said Mary Ward.—

Secondly Because To the making of a Good and Sufficient Will it is necessary that the Testatrix should not only be of a sound and Disposing Mind Memory and Understanding but that she should also be of clear Intellects not besotted with Drunkenness otherwise it would be nul and Void. And this Proponent says that the said Mary Ward so far from being of clear Intellects had at the time the said pretended Will is asserted to have been Executed and for a long time previous thereto become much addicted to drinking, and thereby was frequently in a State of intoxication, and had a Settled melancholy on her mind, so that she frequently expressed herself that life had become a Burthen to her and did often run naked into the Street at a late hour of the night and did frequently attempt to distroy herself a considerable time Previous to the said fifth Day of September last when she effected the dreadful purpose and as aforesaid put a Period to her Existence and this Proponent says that as the said Mary

the Last Will of the said Mary Ward is Void in Law — And this Proponent
says that the said Mary Ward did arrive at Madras from Europe some time in
the Month of May or June and year of Our Lord One Thousand Seven —
Hundred and Seventy nine and that she was at such the time of her
arrival in India Fifty four years of Age and this Proponent says that
the said Mary Ward did live and reside with Him this Proponent and
his family from the time of her Arrival in India as aforesaid until
the latter end of the year of our Lord One thousand Seven Hundred
and Eighty three and during that period received from this Propon-
ent every affectionate regard and attention and although this Proponent
was burthened with a large and encreasing Family surrounded with
distress and difficulties and without any other means of support than his
Pay as a Captain and for a short period as a Major in the Service of
the Honble the East India Company yet he did chearfully support the
said Mary Ward and as far as in his power lay, and her reasonable
required supply the wants of the said Mary Ward who as one of this
Proponents family shared in the little all he professed in common
with the other part of it and this Proponent says that the said Mary
Ward influenced by Caprice, an unhappy disposition and a Melan-
choly turn of Mind and without any other Reason or Cause did in the
said year of our Lord One thousand Seven Hundred and Eighty three
quit the House of this Proponent who then resided at Vizagapatam and lived
in an Adjoining House but did notwithstanding for a long time afterwards
regularly Breakfast Dine and Sup with this Proponent and his
Family as usual and this Proponent says that the said Mary Ward
did at length suddenly disappear and after a variety of Danger &

the time of her said Arrival and until the Month of April or May and in the year of our Lord One thousand Seven Hundred and Eighty Six she lived in the Family of Captain Bartholomew Vigors and from that Period until the Month of April and in the present year of our Lord One thousand Seven Hundred and Ninety she resided with Charles Loyd of Madras Merchant and then left him and resided in the family of William Bell of Madras Cooper and where she lived until she put a period to her Existence in the Evening of the Fifth of September last past and this Proponent further propounderth and saith that the Opponent ought not to have Probate granted to him of the said Paper Writing by him produced as and for the Last Will of the said Mary Ward.—

Secondly Because To the making of a Good and sufficient Will it is necessary that the Testatrix should not only be of a sound and Disposing Mind Memory and Understanding but that she should also be of clear Intellects not besotted with Drunkenness otherwise it would be null and Void. And these Proponent says that the said Mary Ward so far from being of clear Intellects had at the time the said pretended Will is asserted to have been executed and for a long time previous thereto become much addicted to drinking, and thereby was frequently in a State of intoxication, and had a Settled melancholy on her mind, so that she frequently expressed herself that life had become a Burthen to her and did often run naked into the Street at a late hour of the night and did frequently attempt to distroy herself a considerable time Previous to the said fifth Day of September last when she effected the dreadful purpose and as aforesaid put a Period to her Existence and this Proponent says that as the said Mary

Ward

the Last Will of the said Mary Ward is Void in Law — And this Proponent says that the said Mary Ward did arrive at Madras from Europe some time in the Month of May or June in the year of Our Lord One Thousand Seven Hundred and Seventy nine and that she was at such the time of her arrival in India Fifty four years of age and this Proponent says that the said Mary Ward did live and reside with him this Proponent and his family from the time of her arrival in India as aforesaid until the latter end of the year of our Lord One thousand Seven hundred and Eighty three and during that period received from this Proponent every affectionate regard and attention and although this Proponent was burthened with a large and encreasing Family surrounded with distress and difficulties and without any other means of support than his Pay as a Captain and for a short period as a Major in the Service of the Honble the East India Company yet he did chearfully support the said Mary Ward and as far as in his power lay, and her necessities required supplied the wants of the said Mary Ward who as one of this Proponents family shared in the little all he professed in common with the other part of it and this Proponent says that the said Mary Ward influenced by Caprice, an unhappy disposition and a Melancholy turn of Mind and without any other Reason or Cause did in the said year of our Lord One thousand Seven hundred and Eighty three quit the House of this Proponent who then resided at Vizagapatam and lived in an adjoining house but did notwithstanding for a long time afterwards regularly Breakfast Dine and Sup with this Proponent and his Family as usual and this Proponent says that the said Mary Ward did at length suddenly disappear and after a variety of Danger &

the time of her said Arrival and until the Month of April or May and in the year of our Lord One thousand Seven hundred and Eighty Six she lived in the Family of Captain Bartholomew Vigors and from that Period until the Month of April and in the present year of our Lord One thousand Seven hundred and Ninety she resided with Charles Loyd of Madras Merchant and then left him and resided in the family of William Bell of Madras Cooper and where she lived until she put a period to her Existence in the Evening of the Fifth of September last past Proponent further propounderth and saith that the Opponent ought not to have Probate granted to him of the said Paper Writing by him produced as and for the Last Will of the said Mary Ward.—

Secondly Because To the making of a Good and sufficient Will it is necessary that the Testatrix should not only be of a sound and Disposing Mind Memory and Understanding but that she should also be of clear Intellects, not besotted with Drunkenness otherwise it would be nul and Void. And these Proponent says that the said Mary Ward so far from being of clear Intellects had at the time the said pretended Will is averred to have been Executed and for a long time previous thereto become much addicted to drinking, and thereby was frequently in a state of intoxication, and had a Settled melancholy on her mind, so that she frequently expressed herself that life had become a Burthen to her and did often run naked into the Street at a late hour of the night and did frequently attempt to distroy herself a consi= derable time Previous to the said fifth Day of Septem[illegible]ast when she effected the dreadful purpose and as aforesaid [illegible]iod. to her Existence and this Proponent [illegible] the said Mary

Ward was so disordered and insane of Mind she was altogether incapable of making any disposition by Will or otherwise of her Estate and Effects and that therefore the said Paper Writing produced by the Opponent as and for the Last Will of the said Mary Ward is Void in Law.

And this Proponent further propounds and saith that the Opponent ought not to have Probate granted to him of the said Paper Writing by him produced as and for the Last Will of the said Mary Ward.—

Thirdly Because to the making of a good and sufficient Will it is necessary that the Testatrix should not only be of a Sound and disposing mind, Memory and Understanding of clear intellects not besotted with Drunkenness but that she should be left to a freedom of disposition And this Proponent says that the Opponent and his Wife who were Strangers to the said Mary Ward did by various Arts and means deprive the said Mary Ward of all freedom of disposition at the time of executing the said Paper Writing by the Opponent produced as the last Will of the said Mary Ward and did ungenerously and fraudulently take advantage of the imbecility of mind of the said Mary Ward and her want of understanding to discriminate right from Wrong and good from Evil and Seizing upon the Moment when the said Mary Ward was most deranged in her Mental faculties did cause her to Sign the said Paper Writing in order to obtain possession of her Estate and Effects to the great wrong and Injury of this Opponent, who is the Brother and Heir at Law of the said Mary Ward And this Proponent says that the said Mary Ward did subsequent to the date of the said paper Writing express herself in Terms of Reproba-

Express herself to him in Terms of Reconciled affection —

For all which Reasons and in Consideration of this Proponents just Title and Claim he humbly prays that the said Will of the said Mary Ward may be suppressed and set a side and that Letters of Administration to the Estate and Effects of his said Deceased — Sister may be granted to him as Brother and next of Kin to the — Deceased.

John White
Proctor for the Proponent

889

Filed the 8th. January 1791.—

The Answer of George Reynolds Opponent to the Allegations of Francis Lindin Ward Proponent in the Matter of the Probate of the Will of the late Mary Ward Deceased.—

This Opponent to the First Allegation says that he absolutely denies that the said Mary Ward was at the time of her making the said Will or for a long time before of an unsound Mind Memory and understanding or that she had grown Childish by reason of old age and Infirmities On the Contrary this Opponent says that she was in the full enjoyment of all her Intellects and of sound Mind Memory and understanding and therefore capable of making a Will and such Will is as this Opponent is advised good and Valid in Law to every Intent and Purpose— This Opponent says that he knows nothing of the several Particulars alledged by the Proponent respecting the Deceased except that he denies that the Deceased did put a period to her Existence on the Contrary it is supposed and generally believed by the People of the House where she lived that her Death happened by accident as this Opponent hopes in due time to prove— This Opponent says that his acquaintance with the Deceased Originated from an Intimacy that had Subsisted for several years between her and this Opponents Wife then the Wife of the late Daniel Carreron and which Intimacy and Friendship continued without Interruption to the Day of her Death— This Opponent says that soon after his Intermarriage with

frequently caused her uneasiness upon which this Opponent expressing his surprize that she should want a Friend when she had a Brother in the Country and at Madras her Answer was that his Conduct towards her was such that she could not Consider him as a Brother but on the contrary she had too great reason to believe him the greatest Enemy she ever had and she requested of this Opponent not to mention his name in her presence - This Opponent says that from the time to the time of her death she used very frequently to Visit at his House and he endeavoured to shew her every Civility and attention in his Power as well from knowing her to be an Old and Intimate Friend of his Wife as from her Friendless and unprotected Situation and from no other motive whatsoever - This Opponent says that so far from being Solicitous to gain any thing by her acquaintance she often talked of making a Will in this Opponents favor long before the present Will was made which this Opponent constantly opposed and frequently represented to her that she had better leave it to her Brother or if not to him to some of his Family but this she would never hear of and her constant expressions were that the Cruel and indecent treatment she had formerly and repeatedly experienced at the hands of him and his Family could never be effaced from her Memory [illegible] should not die in Peace if she thought that her Brother [illegible] of his Family were ever to enjoy any part of what she had - This Opponent says further that as a further proof of his having no Interested Views in the Attention he paid her his constant advice to her was to return to Europe and sink the little Property she had in an [illegible]

Annuity for her Life and this Plan she seemed Determined to pursue and this Opponent did more than once apply to Mr. James Amos to try to get her a Passage - This Opponent says further that during the whole time of his acquaintance with the Deceased her behaviour and Conversation was at all times rational and Consistent and discovered no mark whatever of a Defective or impaired Understanding and therefore this Opponent says that the Proponents first Allegation is altogether groundless and without any sort of Foundation whatsoever.

To the Second Allegation this Opponent says that he absolutely denies that the Deceased was addicted to drinking or frequently in a State of Intoxication as is indecently and falsely asserted by the Proponent and he hopes in due time fully to prove that at the time of making and Publishing her said Will she was in the full and perfect enjoyment of all her intellectual Faculties as much as any one could boast free from any undue Influence whatsoever and the making it in the manner she did was not the Sudden effect of the present Moment or any Temporary turn of mind but the Result of long deliberation and what she had often declared she would do nor was it very unnatural that instead of leaving what she had to her Brother or his Family who had constantly treated her with the greatest Inhumanity and forced her from their House by their barbarous behavior she should leave it to those who had always received her kindly and were ready to render her any friendly Office in their power so that this Opponent insists that the Second Allegation of the Proponent is also totally groundless

is false and Scandalous and he absolutely denies that either he or his Wife did ever make use of any means whatever to induce the Deceased to make a Will in their favor on the Contrary this Opponent has often before said and it is really true that he constantly opposed it and often represented to her in the strongest Terms that she ought to consider her Brother and his numerous Family but this she would never hear of and always shewed great uneasiness whenever his name was mentioned and her resentments for the Proponents behaviour to Her was so strong that this Opponent verly believes that a Principal motive for making her Will was her knowledge that the Proponent was her Heir at Law and that of course he would be entitled to what she had upon her Death if she did not in her Life time Dispose of it otherwise and therefore this allegation also is void of any Foundation whatsoever. This Opponent says that the above Facts he hopes in due time fully to prove and the Will having been duly proved already he prays the Honble Court will be pleased to Order the Probate and Letters Testamentory may pass the Seal and that the Costs of Suit may be paid by the Proponent.

Repeated before me Josias DuPré Porcher Esqr. Mayor in the Presence of me G. Taylor Regr. this Eleventh Day of January 1791.

Geo: Reynolds

P. Walker
Proctor

Jos DuPré Porcher
Mayor

G. Taylor
Regr.

Interogatories to be Administered to Witnesses to be produced Sworn and Examined in a certain Matter now depending before the Kings Ordinary in the Honble the Mayors Court of Madraspatnam wherein Francis Swaine Ward is Proponent and George Reynolds is Opponent to the Estate of Mary Ward late of Madras Spinster Deceased

On the Part and Behalf of the Proponent as follows.

First Interrogatory to all the Witnesses } Do you know the Parties Proponent and Opponent in the Title of these Interrogatories named or either and which of them and how long have you known them or either and which of them respectively set forth and according to the best of your knowledge Remembrance and belief herein fully and at large Declare —

Second Interrogatory. To Mr. William Bell. Mrs Elizabeth Bell. Mrs Frances Martin & Lalla Dubash

Did you know or were you acquainted with Mary Ward late of Madras Spinster Deceased If yea, when did your acquaintance with the said Mary Ward commence and how long did it continue. & where did the said Mary Ward live and reside from the Month of April which was in the year of our Lord One thousand Seven hundred and Ninety until the Middle or latter end of the Month of September in the said year. & Was or was not the said Mary Ward during the time of your Knowledge of or acquaintance with her, or during any and what part thereof, afflicted with any Degree of Madness or disordered in her Senses. do you apprehend and believe and from what particular actions or expressions of the said Mary Ward, that she was during the time of your

of unsound mind, or that her Memory Senses or understanding, was in any and what Degree afflicted or impaired had you any and what opportunities of Judging thereof How and in what manner and by what means did you gain such your knowledge of or acquaintance with her set forth and the truth herein fully and at large Declare. —

Third Interrg
Mr William Bebb
Mrs Elizabeth Bebb

Did or did not the said Mary Ward in the foregoing Interrogatory — named for some time and how long previous to the time of her death became very Melancholy or declare that her life was a burthen to her or did she the said Mary Ward make any other expressions or Declaration in that respect If yea set forth the same particularly and the truth herein fully and at large Declare. —

Fourth Interrg
Mr William Bell
Mrs Elizabeth Bell
and
Ella Dubash

Did the said Mary Ward in the foregoing Interrogatory named die a Natural death or do you know or believe that the said Mary Ward intentionally put an end to her existence? set forth the manner, time and place, how and when, and where, the said Mary Ward came by her Death, can you of your own knowledge set forth, or have you ever heard or do you believe that the said Mary Ward did at any time or times previous to the time of her death attempt or endeavour to put an end to her existence If yea relate particularly to your knowledge or belief the means which the said Mary Ward pursued for that purpose, and mention the time or times and the Place or Places when and where the said Mary Ward attempted or endeavoured to put an end to her existence, set forth the same particularly and the truth herein fully and at large Declare? —

Fifth Interrg
Mr William Bell
&
Mrs Elizabeth Bell

Did you ever hear the said Mary Ward in the foregoing Interrogatory named at any time and when Previous to the time of her death express herself? in any and what terms of reprobation of the Conduct of the Opponent and his Wife towards the said

said Mary Ward If yea did you understand or infer therefrom that the said Mary Ward imagined or believed that the said Opponent and his said Wife or that either of them had led the said Mary Ward into any act that might in future be prejudicial to the Interest of the said Proponent If yea what act did the said Mary Ward thereby mean or allude to, to the best of your judgment and belief set forth and the truth herein fully and at large Declare —

Sixth Interry
Mrs Elizabeth Bell
Wm Mrs Frances Martin

Do you know whether the said Mary Ward did or did not lock or shut herself up in her room or appartment If yea in whose house did the said Mary Ward then live and reside and how long did she remain locked up in such room or apartment set forth the same particularly as you now best Recollect and believe mention the Occasion upon which the said Mary Ward so Locked herself up and whether she did or did not take any Subsistence during the time that she so remained locked up and the truth herein fully and at large Declare —

Last Interry
To all the
Witnesses

Do you know of any other Matter or thing or have you heard or can you say any thing touching the Matters in Question in this Cause that may tend to the benefit and advantage of the Proponent in this Matter besides what you have been Interrogated unto If yea Declare the same fully and at large as if you had been particularly Interrogated thereto. —

John White
Proctor for the Proponent

Before the King's Ordinary Mayor's Court at Madraspatnam — In the Matter wherein Francis Swain Ward is Proponent and George Reynolds is Opponent to the Estate of Mary Ward Deceased — On the Part and Behalf of the Proponent —

Depositions of Witnesses taken in this Matter by and before the Register of the said Court as follows. —

William Bell, Cooper of Madras Inhabitant aged thirty four years or thereabouts being on this fourteenth day of April in the year of Our Lord One thousand Seven hundred and Ninety one produced as a Witness on the Part & Behalf of the Proponent notice of whose Examination having been this day given to Mr Peter Walker Proctor for the Opponent being duly Examined — Deposes as follows. —

1st . . . . . To the First Interrogatory this Deponent saith he doth know Francis Swain Ward the Proponent and has so known him about one year. This Deponent also knows the Opponent George Reynolds and has so known him about two years and more he saith not to this Interrogatory. —

2nd . . . . . To the Second Interrogatory this Deponent saith he did know and was acquainted with Mary Ward late of Madras Spinster Deceased, and saith his acquaintance with the Deceased commenced about fifteen Months ago and continued until the day of her Death — This Deponent saith the said Mary Ward from the Month of May in the year of our Lord One thousand Seven hundred and Ninety, except for the space of about Two Weeks until the Middle of the Month of November in the same year lived in this [illegible] with from the time the said Mary Ward first

came and Resided in this Deponents House until the time of her death she appeared much troubled in mind and disordered in her Senses, and this Deponent saith he has Reason to believe that the said Mary Ward during the time she lived in this Deponents House was of unsound Mind because she was continually saying that she was tired of the World and wished somebody would kill her, as also because this Deponent has heard that the Deceased attempted to drown herself in a Well and used to walk at very unreasonable hours upon the Terrace of this Deponents House and in the Street, which several Circumstances came to this Deponents knowledge as the Deceased during almost the whole of this time was living in this Deponents House and more he saith not to this Interrogatory.—

3rd. To the third Interrogatory this Deponent saith the said Mary Ward about two or three Months previous to her Death became very melancholy and Declared that life was a Burthen to her and that she was sensible she should never be happy while she lived and more he saith not to this Interrogatory.

4th. To the Fourth Interrogatory this Deponent saith he believes that the said Mary Ward did not die a natural Death but that she intentionally put an End to her Existence, and saith he was heard from some of his family that the said Mary Ward about Seven o Clock in the Evening in the 9th Month of November went upon the Terrace of this Deponents House in the Black Town from whence she fell into the Street—This Deponent has also heard that the said Mary Ward previous to her Death attempted once to put an end to her Existence by endeavouring during the night to throw herself into a Well in this Deponents yard, and more this Deponent saith not to this Interrogatory.—

5th. To the Fifth Interrogatory this Deponent saith the said Mary Ward

his Wife did not use her well for that she was in want both of Money and Cloaths neither of which they would supply her with, from which expressions this Deponent understood that the said George Reynolds and his Wife had property in their Hands belonging to the Deceased — and more this Deponent saith not to this or the Last Interrogatory —

12 April 1791 —

Wm Bell

William Bell was this Day repeated before me Josias DuPré Porcher Esqr Mayor in the Presence of me G Taylor Register the Contents hereof having been previously read over by the Deponent —

G Taylor
Regr

Jos du Pré Porcher
Mayor

Before the Kings Ordinary
Mayors Court at Madraspatnam

In the Matter wherein Francis Swain Ward is Proponent &
George Reynolds is Opponent to the
Estate of Mary Ward Deceased

On the Part and Behalf of the Proponent —

Depositions of Witnesses taken in this Matter by and before the Register of the said Court as follows —

Mrs Elizabeth Bell of Madras Inhabitant aged Forty years or thereabouts being on this Sixth Day of April in the year of our Lord One thousand Seven hundred and Ninety one produced as a Witness on the part and behalf of the Proponent notice of whose Examination having been this day given to Mr Peter Walker Proctor for the Opponent being duly Examined Deposes as follows —

1st

1st ... To the First Interrogatory this Deponent saith she knows Francis Swaine Ward the Proponent in this Matter and has so known him since the Month of September last - This Deponent also knows the Opponent George Reynolds and has so known him about Two years and more she saith not to this Interrogatory.

2nd ... To the Second Interrogatory this Deponent saith she was acquainted with Mary Ward Late of Madras Spinster Deceased and saith her acquaintance with the Deceased commenced in the Month of May last and continued until the Month of November. This Deponent saith that the Deceased Mary Ward lived in this Deponents House from the Month of May in the year of our Lord One Thousand Seven Hundred and Ninety until the time of her Death - This Deponent saith that about two or three Months after the said Mary Ward had lived in this Deponents House she frequently appeared to be disordered in her senses - This Deponent saith she has Reason to believe that the said Mary Ward was out of her Senses because in conversation she would often answer a question in a Civil manner at other times she flew into a Passion and some times would not Speak at all, which this Deponent had frequent opportunities of observing by living in the same House with the Deceased and more she saith not to this Interrogatory.

3rd ... To the Third Interrogatory this Deponent saith the said Mary Ward from the time she first came and lived at this Deponents House became very Melancholy and frequently Declared that Life was a Burthen to her and that she was tired of the World and more she saith not to this Interrogatory.

4th ... To the Fourth Interrogatory this Deponent saith the said Mary Ward did

in the Evening threw herself from the Terrace of this Deponents House in the Black Town this Deponent saith the said Mary Ward previous to the time of her Death attempted twice to this Deponents knowledge to put an End to her existence, once she ran to the Sea side about Twelve oClock at Night almost naked and at another time she was running towards a Well and fell down in a hole by the side of it, and saith the Deceased frequently asked this Deponent for a Pen knife and saith she wished to put an end to her Existence and asked this Deponent to do it for her and more she saith not to this Interrogatory.—

5th . . . . . To the Fifth Interrogatory this Deponent saith about Two or three Weeks previous to the Death of the said Mary Ward she the Deceased had been upon a Visit to the House of the Opponent George Reynolds and his Wife and returned from thence earlier than usual and told this Deponent that she once thought the Opponent George Reynols and his Wife very good People but the Deceased said when she asked them for what was her own they abused her and when this Deponent enquired of the Deceased what she meant she would not tell her and more this Deponent saith not to this Interrogatory.—

6th . . . . . To the Sixth Interrogatory this Deponent saith the said Mary Ward when she was brought back by this Deponents Servants from the Sea Side went and locked herself up in her Room and saith the Deceased was then living in this Deponents House this Deponent saith the said Mary Ward remained locked up in the said Room for about three Days, and saith the Deceased did not take any Subsistence during the time she remained so locked up and when this Deponent endeavoured to prevail on her to take some Food she said that Life was a Burthen to her that she

she was a burthen to other People and that she was determined to starve herself and more this Deponent saith not to this or the last Interrogatory.—

Elizabeth Bell

11th April 1791.—

Mrs Elizabeth Bell was this day Sworn before me Josias DuPré Porcher Esquire Mayor in the presence of me G Saylor Regr the Contents hereof having been previously read over to the Deponent.—

G Saylor
Regr

Josias DuPré Porcher
Mayor

Before the Kings Ordinary
Mayors Court at Madraspatnam.—

In the Matter wherein Francis Swain Ward is Proponent and George Reynolds is Opponent to the Estate of Mary Ward Deceased.—

On the Part and Behalf of the Proponent.—

Depositions of Witnesses taken in this Matter by and before the Regr of the said Court as follows.—

Mrs Frances Martin of Madras Inhabitant aged Sixteen years or thereabouts being on this Seventh day of April in the year of our Lord One thousand Seven Hundred and Ninety one produced as a Witness on the Part and Behalf of the Proponent notice of whose Examination having been this day given to Mr Peter Walker Proctor for the Opponent being duly Examined Deposes as follows.—

1st . . . . To the First Interrogatory this Deponent saith she knows Francis Swain Ward the Proponent, but does not Recollect the particular time she has so known him. This Deponent also knows the Opponent

more she saith not to this Interrogatory.—

2nd. To the Second Interrogatory this Deponent saith she was acquainted with Mary Ward late of Madras Spinster Deceased and saith her acquaintance with the said Mary Ward commenced about a year ago and continued until the time of her Death this Deponent saith the said Mary Ward as well as this Deponent Recollects from the Month of April in the year of our Lord One thousand Seven hundred and Ninety until the end of the Month of September in the same year lived in the House of Mr. Bell in the Black Town. This Deponent saith the said Mary Ward during the time of her acquaintance with the Deceased did not appear to be disordered in her senses any further than that the Deceased sometimes ran about the House from one Room to another calling out for death which this Deponent had an Opportunity of observing as she lived in the same house with the Deceased, and more this Deponent saith not to this Interrogatory.—

6th. To the Sixth Interrogatory this Deponent saith she knows that the said Mary Ward did lock herself up in her apartment, and saith the Deceased was at that time living in Mr. Bells House in the Black Town, This Deponent saith the said Mary Ward remained locked up in her Room for three or four days but this Deponent does not know the occasion upon which the said Mary Ward so locked herself up nor does this Deponent know whether the said Mary Ward took any Subsistence during the time she so remained locked up and more this Deponent saith not to this or the last Interrogatory.—

Frances Marten

11th April 1791.—

Mrs. Frances Marten was this Day Repeated before me Josias Dupré Porcher Esqre Mayor in the Presence of me G. Taylor Regr. the Contents hereof having been previously read by the Deponent.—

G. Taylor
Regr.

Jos. Dupré Porcher
Mayor

Before the King's Ordinary Mayor's Court at Madraspatnam —

In the Matter wherein Francis Swain Ward is Proponent and George Reynolds is Opponent to the Estate of Mary Ward Deceased —

On the Part and Behalf of the Proponent —

Depositions of Witness taken in this Matter by and before the Register of the said Court as follows —

Lalla Dubash of Madras Inhabitant aged Thirty Six years or thereabouts — being on this Ninth day of April in the year of our Lord One Thousand Seven Hundred and Ninety One produced as a Witness on the Part and behalf of the Proponent — notice of whose Examination having been this Day given to Mr Peter Walker Proctor for the Opponent and being duly Examined Deposes as follows —

1st . . . . . To the First Interrogatory this Deponent saith he doth not know Francis Swain Ward the Proponent in this Matter but saith he knows the Opponent George Reynolds and has so known him one year or thereabouts, and more he saith not to this Interrogatory —

2nd . . . . . To the Second Interrogatory this Deponent saith he did know and was acquainted with Mary Ward late of Madras Spinster Deceased, and saith his Acquaintance with the Deceased commenced about Six or Seven Months ago, and continued until her death. This Deponent saith the said Mary Ward from the Month of April in the year of our Lord One Thousand Seven hundred and Ninety until the latter end of September in the same year resided in Mr Bell's House in the Black Town, and saith the Deceased during the whole time of this Deponent's acquaintance with her appeared to be disordered in her senses. This Deponent saith he has reason to believe that the said Mary Ward during the time of his acquaintance with the Deceased was of unsound mind and

Deceased in the Middle of the Night went out of the House where she was living to the Sea Beach, leaving the doors of the House wide open and did not return till an hour or two afterwards, as also because the Deceased in conversation frequently Contradicted her own assertions and never gave a direct Answer to any question that was put to her, besides which this Deponent has heard that the said Mary Ward with an intention of destroying herself endeavoured in the dead of night to throw herself into a Well but was prevented therefrom by Stumbling against the Cistern, which Several Circumstances came to this Deponents knowledge as the Deceased was at that time living in the House of Mr. Bell who is this Deponents Master and more this Deponent saith not to this Interrogatory.

11th To the Fourth Interrogatory this Deponent saith he has heard that the said Mary Ward did not die a natural death, and saith he believes that the said Mary Ward intentionally put an End to her Existence for this Deponent saith he has heard that the Deceased between the hours of Six and Ten in the Evening fell from the Terrace of Mr. Bells House in Mr. DuPuys Street in the Black Town, this Deponent saith he does not know nor has he heard any thing respecting the Deceased Mary Ward having attempted to put to an end to her Existence except what this Deponent has deposed to the Second Interrogatory, but this Deponent saith that the Deceased at two or three different times previous to her death told this Deponent that it was her intention to make away with herself and more this Deponent saith not to this or the last Interrogatory.—

Lawla

11th April 1791.—

Lalla Dubash was this day Repeated before me Josias DuPré Porcher Esqr.

Esquire Mayor in the Presence of me C. Taylor Regr. the Contents hereof having been previously Explained to the Deponent by the Court Interpreter —

C. Taylor
Regr.

Jos. du Pré Porcher
Mayor

Cross Interrogatories to be Administered to Witnesses to be produced Sworn and Examined in a Certain Matter now Depending before the Kings Ordinary in the Honble the Mayors Court of Madraspatnam wherein Francis Swain Ward is Proponent and George Reynolds is Opponent to the Estate of Mary Ward late of Madras Spinster Deceased —

On the part and Behalf of the Proponent as follows —

First Interrogatory to all the Witnesses } Do you know the Parties Proponent and Opponent in the Title of these Interrogatories named or either and which of them and how long have you known them or either and which of them respectively — set forth and according to the best of your knowledge Remembrance and belief herein fully and at large Declare —

Second Interrogatory To Charles Loyd of Madras Inhabitant } Did you know and were you acquainted with Mary Ward late of Madras Spinster Deceased die the said Mary Ward board and Lodge with you or live and Reside in the House wherein you lived and Resided for any and what length of time If yea was or was not the said Mary Ward given or addicted to Drinking Have you frequently or ever seen the said Mary Ward Drunk or intoxicated

at large Declare.—

Third Interrogatory } Did you or did you not ever observe or mention to any Person
To the same . . . . . }

or Persons that Mary Ward in the foregoing Interrogatory named was a Drunkard or addicted to drunkenness? Do you believe that the said Mary Ward was given or addicted to Drunkenness If yea from what cause or Reason do you from such belief, What Liquor or Liquors did the said Mary Ward usually Drink Did or did not the said Mary Ward to your knowledge or belief generally keep a bottle of Brandy, or some other and what Spiritous liquor in her Room If yea for what purpose did she so keep the same? Set forth to the best of your knowledge and belief herein and the truth fully and at large — Declare.—

Fourth Interrogatory } Did you or did you not ever Declare or mention to
To the same . . . . . }

any Person or Persons that what the said Mary Ward in the foregoing Interrogatory named paid? or was to pay to or allow you for her Board and Lodging would not find her in Brandy? or pay for the Brandy or Spiritous Liquors which the said Mary Ward consumed? or did you ever make any other and what Declarations or expressions in that Respect, did not the said Mary Ward make you some allowance for her Board and Lodging Set forth and the truth herein fully and at Large Declare.—

Fifth Interrogatory } Look at the Paper Writing now produced and shewn
To John Card of Madras } to you at this the time of your Examination and
Tavern Keeper and } Purporting to be the last Will and Testament of Mary
C. Navrais of the same } Ward late of Madras Spinster Deceased, Is your name set
place Writer. . . . . }

and

Esquire Mayor in the Presence of me G. Taylor Regr. the Cont
been previously Explained to the Deponent by the Court Interp.

G. Taylor
Regr.

Cross Interrogatories

tered to Witnesses to be produced Sworn and
Examined in a Certain Matter now Depend-
ing before the Kings Ordinary in the Worble
the Mayors Court of Madraspatnam wherein Francis
Swain Ward is Proponent and George Reynolds is
Opponent to the Estate of Mary Ward late of
Madras Spinster Deceased
On the part and Behalf of the Proponent as follows

First Interrogatory to all the Witnesses } Do you know the Parties Proponent and Opponent in the
Title of these Interrogatories named or either and which of them and how
long have you known them or either and which of them respectively
set forth and according to the best of your knowledge remembrance and
belief herein fully and at large Declare.

Second Interrogatory To Charles Loyd of Madras Inhabitant } Did you know and were you acquainted with Mary
Ward late of Madras Spinster Deceased did the said Mary
Ward board and Lodge with you or live and reside in the House wherein
you lived and resided for any and what length of time If yea was or
was not the said Mary Ward given or addicted to Drinking Have
you frequently or ever seen the said Mary Ward Drunk or intoxicated

and Subscribed as a Witness thereto If yea were you sent for and Requested by any Person or Persons and by whom particularly to set or Subscribe your name as a Witness to the execution of the said Paper Writing when was the same Mary Ward Subscribed at the foot of the said Paper Writing Written and Subscribed. Where was the said Mary Ward at the time when the said Paper Writing was produced to you for your Attestation? On what day in what Month and at what particular hour as you now best recollect and believe? was the said Paper Writing produced to you for your attestation was the name Mary Ward which is Subscribed at the foot of the said Paper Writing actually Subscribed and Written in your presence Did or did not the Opponent in the Title of these Interrogatories named or some Person for him and at his Instance to the best of your belief, send for you and request you to Witness the said Paper Writing might not the said Mary Ward have been dangered in her mind at the time when you so Signed the said Paper Writing did the Opponent in the Title of these Interrogatories named the Wife of the said Opponent or did either and which of them seem happy or well pleased at your having Witnessed the said Paper Writing or did they or either of them say or declare that all was well? or that the Business was done? or did the said Opponent and his said Wife or did either of them express themselves to that or to the like effect If yea what did you there or what do you now infer therefrom set forth according to the best of your Judgment Knowledge Remembrance and belief and the truth therein fully and at large Declare.—

Last Interrogatory To all the Witnesses } Do you know of any other Matter or Thing or Cause you heard or can you say touching the Matters in

Cause that may tend to the benefit and advantage of the Proponent in this Matter besides what you have been Interrogated unto If yea Declare the same fully and at Large as if you had been particularly Interrogated thereto.

John White
Proctor for the Proponent

In the Name of God Amen!

I Mary Ward Spinster of Madras do bequeath Ordain and Constitute to George Reynolds Merchant of the same place my Sole Executor of this my Last Will and Testament all my Property personable and real by him freely to be Possest and enjoyd In Witness whereof I have hereunto Set my Hand and Seal this Twenty Second Day of June One thousand Seven hundred and Ninety.

Witnesses
John Card
C Narrain

Mary Ward (L.S.)

Examined Compared and carefully Collated with the Original Will proved in the Honble the Mayor's Court at Madraspatnam and attested to be a true Copy the Original delivered up to Mr. Walker to be forwarded with a Commission to Swear Mr. George Reynolds the Executor pursuant to an Order of Court of the 29th Nov. 1791.

G Taylor
Regr.

"Endorsement on the Back of the Will"
The Last Will and
Testament of

This Paper Writing was Shewn to Jahn Carr and C. Narain at the respective times of their Examination before me on the Part and behalf of the Proponent in a certain Matter now depending and at issue before the Kings Ordinary in the Worble Mayors Court at Madraspatnam wherein Francis Swain Ward is Proponent and G. Reynolds is Opponent Relative to the Estate & Effects of Mary Ward Deceased on the 13th & 25th Days of April 1795.

G. Taylor
Regr.

Before the Kings Ordinary
Mayors Court at Madraspatnam.

In the Matter wherein Francis Swain Ward is Proponent and George Reynolds is Opponent to the Estate of Mary Ward Deceased

On the Part and Behalf of the Proponent

Depositions of Witnesses taken in this Matter by and before the Register of the said Court as follows

Charles Loyd Baker of Madras Inhabitant aged Sixty years or thereabouts being on this Eleventh Day of April in the year of Our Lord One thousand Seven Hundred and Ninety One produced as a Witness on the part and behalf of the Proponent notice of whose Examination having been this Day given to Mr. Peter Walker Proctor for the Opponent being duly Examined Deposes as follows.

1st. To the First Interrogatory this Deponent saith he knows Francis Swain Ward the Proponent and has so known him for many years. This Deponent also knows the Opponent George Reynolds and has so known him these Two years or thereabouts more he saith not to this Interrogatory

2nd ... To the Second Interrogatory this Deponent saith he did know and was acquainted with Mary Ward late of Madras Spinster Deceased and saith the said Mary Ward did Board and Lodge in this Deponents house for about four years and one Month. this Deponent saith the said Mary Ward was not to this Deponents knowledge given or addicted to Drinking nor did this Deponent ever see the said Mary Ward drink or intoxicated and more this Deponent saith not to this Interrogatory.—

3rd ... To the Third Interrogatory this Deponent saith he does not recollect ever to have observed or mentioned to any Person or Persons that the said Mary Ward was a Drunkard or addicted to drinking but this Deponent may have observed that the Deceased could Drink heartily without being intoxicated. This Deponent does not believe the said Mary Ward was given to Drunkenness, and saith that the Deceased usually Drank Brandy and Water. This Deponent saith the said Mary Ward did not to this Deponents knowledge keep a Bottle of Brandy or any other Spiritous Liquor in Her Room, and more this Deponent saith not to this Interrogatory.—

4th ... To the Fourth Interrogatory this Deponent saith he did not to his knowledge ever declare or mention to any Person or Persons that what the said Mary Ward was to pay or allow this Deponent for Her Board and Lodging would not pay for the Brandy which the said Mary Ward consumed or any Words to that effect it never being the intention of this Deponent to demand any thing from

the Deceased on account of her Board and Lodging until she quarrelled with this Deponent and Sued him in Mayor's Court charging him for Interest which he did not expect, and as the Deceased had charged this Deponent with Interest he thought himself entitled to make a charge for the Deceased's Board and Lodging and accordingly made a Demand for the same at the rate of Fifteen Pagodas per Month which the Deceased paid and more this Deponent saith not to this or the last Interrogatory.—

18th April 1791.— Chas Loyd

Charles Loyd was this day Repeated before me Josias DuPré Porcher Esqr Mayor in the Presence of me G Saylor Register the Contents hereof having been previously read over by the Deponent.—

G Saylor
Regr

Jos: duPré Porcher
Mayor

Before the King's Ordinary
Mayor's Court at Madraspatnam

In the Matter wherein Francis Swain Ward is Proponent and George Reynolds is Opponent to the Estate of Mary Ward Deceased.

On the Part and Behalf of the Proponent

Depositions of Witnesses taken in this Matter by and before the Register of the said Court as follows.—

John Card Tavern Keeper of Madras Inhabitant aged Thirty years or thereabouts being on this Thirteenth day of April in the year of our Lord One Thousand Seven Hundred and Ninety one produced as a Witness on the Part and behalf of the Proponent notice of whose Examination having been this day given to Mr Peter Walker Proctor for the Opponent and being duly Examined Deposes as follows.—

1st . . . . . To the First Interrogatory this Deponent saith he is not acquainted with the Proponent Francis Swain Ward but has seen him and

has Spoken to him and saith it is about two or three years since he first saw him. This Deponent knows the Opponent George Reynolds and has known him these Ten years or thereabouth and more he saith not to this Interrogatory —

5th . . . . . To the Fifth Interrogatory this Deponent hath looked at the Paper Writing now produced and Shewn to him at this the time of his — Examination purporting to be the Last Will and Testament of Mary Ward late of 97 Nadras Spinster Deceased and saith his name is set and Subscribed as a Witness thereto. This Deponent saith he understood he was sent for by the particular desire of the Deceased Mary Ward and was Requested by her to set and Subscribe his name as a Witness to the execution of the said Paper Writing this Deponent saith the name Mary Ward set and Subscribed to the said Paper Writing was so set and Subscribed in this — Deponents presence as also in the Presence of the other Subscribing Witness previous to their Signing their names as Witnesses thereto — This Deponent saith the Deceased Mary Ward at the time the said Paper Writing was produced to this — Deponent for Attestation was at the house of the Opponent George Reynolds but this Deponent does not Recollect on what day or in what Month the said Paper Writing was produced to this Deponent for Attestation but saith it was between the hours of ten and Twelve in the forenoon. This Deponent saith the name Mary Ward which is Subscribed at the — Foot of the said Paper Writing was actually Subscribed and Written in this Deponents presence — This Deponent saith

when

when he received a Message to attend at the House of the Deponent George Reynolds he understood it came from the said Mary Ward, — and when he Arrived at the Deponents House he was informed by the Deponent himself in the Presence of the said Mary Ward that he had by the desire of the said Mary Ward sent for this Deponent to attest the Execution of her Will — This Deponent firmly believes that the Deceased Mary Ward was not deranged in her mind at the time this Deponent so Signed his name to the said Paper — Writing This Deponent saith that neither the Deponent George — Reynolds or his Wife in this Deponents presence appeared happy or well pleased at his having Witnessed the said Paper Writing, nor did they or either of them say or Declare that all was well or that the Business was done, nor did they make use of any expressions to that or the like Effect and more this Deponent saith not to this or the last Interrogatory.

18th April 1791 — John Card

John Card was this Day Repeated before me Josias DuPre Porcher Esquire Mayor in the Presence of me G Saylor Register the Contents hereof having been previously read over by the Deponent —

G Saylor
Regr

Jos. DuPre Porcher
Mayor

Before the Kings Ordinary Mayors Court at Madraspatnam — In the Matter wherein Francis Swain Ward is Proponent and George Reynolds is Opponent to the Estate of Mary Ward Deceased. — On the Part and Behalf of the Proponent. —

Depositions of Witnesses taken in this Matter by and before the Register of the said Court as follows. —

P. Narrain Writer of Madras Inhabitant aged Thirty Two years or thereabouts being on this Twenty fifth day of April in the year of our Lord One Thousand Seven hundred and Ninety one produced as a Witness on the part and behalf of the Proponent notice of whose Examination having been this day given to Mr. Peter Walker Proctor for the Opponent being duly Examined deposes as follows. —

1st ..... To the First Interrogatory this Deponent saith he does not know Francis Swain Ward the Proponent, but this Deponent knows George Reynolds the Opponent and has so known him these two years or thereabouts and more he saith not to this Interrogatory. —

5th ..... To the Fifth Interrogatory this Deponent hath looked at the Paper Writing now produced and Shewn to him at this the time of his Examination purporting to be the Last Will and Testament of Mary Ward Deceased and saith his name is set and Subscribed as a Witness thereto. This Deponent saith he was sent for and requested by the said Mary Ward to set and Subscribe his name as a Witness to the Execution of the said Paper Writing. This Deponent saith the name Mary Ward set and Subscribed to the said Paper Writing was so Written and Subscribed on the Morning of the day the said Paper Writing was drawn out by this Deponent in the Presence of John Card the other Subscribing Witness. This Deponent saith that at the time the said Paper Writing was —

produced

915

Produced to this Deponent for attestation the Decd. Mary W
was at the House of the Deponent George Reynolds & this Depone
saith that between the hours of Ten and Twelve in the Morning
said Paper Writing was produced to this Deponent for attestation
does not Recollect on what day or in what month this Depone
saith the name Mary Ward which is set and Subscribed at the
of the said Paper Writing was actually Subscribed and Written
this Deponents presence. This Deponent saith that neither
Deponent George Reynolds or any Person for him or at his
Instance sent for or Requested this Deponent to Witness the
Paper Writing. This Deponent saith the said Mary Ward
not deranged in her mind at the time this Deponent saw
the said Paper Writing. This Deponent saith that neither
Deponent George Reynolds or his Wife appeared hastily or
pleased at this Deponents having Witnessed the said Paper
Writing nor did they or either of them say or declare that she
was well or that the Business was done, nor did they or either
of them make use of any Words to that or the like Effect or
more this Deponent saith not to this or the last Interrogat

26th April 1791 -

C. Narrain

C. Narrain was this Day Sworn before me Josias DuBois Brooke
Esqre Mayor in the Presence of me G Taylor Register the Contents having
having been previously explained to the Deponent by the Court Interpreter

G Taylor
Regr

Jos DuBois Brooke
Mayor

Additional Interrogatories

to be Administered to a Witness to be Produced Sworn and Examined in a Certain Matter now Depending before the Kings Ordinary in the Honble the Mayors Court at Madras. Patnam wherein Francis Swain Ward is Proponent and George Reynolds is Opponent to the Estate of Mary Ward late of Madras Spinster Deceased. –

On the Part and behalf of the Proponent as follows. –

First Interrogatory – Do you know the Parties Proponent and Opponent in the Title of these Interrogatories named or either and which of them and how long have you known them or either and which of them Respectively Set forth and according to the best of your knowledge remembrance and belief herein fully and at Large Declare. –

Second Interrogatory – What is your way of life and whom do you Serve and in what Station Whom did you Serve or live with in the Months of July August and September which was in the year of our Lord One thousand Seven hundred and Ninety Did you know or have you ever seen Mary Ward late of Madras Spinster Deceased in the Title of these Interrogatories named If yea where did the said Mary Ward live and reside during the Period aforesaid Do you know of the said Mary Wards having at any time during the Period aforesaid Ran Precipitately from the House where she then resided towards the Sea If yea was it by day or by Night and at what hour as you now best

To Sellisingen

Recollect

recollect and believe that the said Mary Ward Ran from the said House was she brought or Conducted back to the said House If yea how and after and by whom was she brought back was the said Mary Ward afflicted with any degree of Madness or disordered in her Senses as you apprehend and believe and from what particular Actions of the said Mary Ward Set forth and truth fully and at large Declare.

Lastly Do You know of any other Matter or thing or have you heard can you say any thing further touching the Matter in Depositions that may tend to the benefit and Advantage of the Proponents said Matter besides what you have been Interrogated unto If yea declare the same fully and at large as if you had been particularly Interrogated thereto.

John White
Proctor for the Proponent

Before the Kings Ordinary
Mayors Court &c. Habraysadram.

In the Matter of the Will of Mary Ward as Proponent and
George Reynolds as Opponent to the Will
of Mary Ward Deceased.
On the Part and Behalf of the Proponent

Depositions of Witnesses taken in this Matter by and before the Register of the said Court as follows.

Tellesingan Leon of Madras Inhabitant aged Sixty years or thereabouts on this Eleventh day of April in the year our Lord One thousand Seven hundred and Ninety one produced as a Witness on the Part and Behalf of the Proponent unto whose Examination having been this day given to Mr Wm Walker Proctor for the

1st ..... To the First Interrogatory this Deponent saith he doth not know Francis Sevain Ward the Proponent nor does this Deponent know George Reynolds the Opponent and more he saith not to this Interry

2nd ..... To the Second Interrogatory this Deponent saith he is a Peon in the Service of Mr Bell, and saith he Served Mr Cochrane in the 9 Months of July August and September which was in the year of our Lord One Thousand Seven hundred and Ninety. This Deponent has seen Mary Ward late of Madras Spinster Deceased, but does not know where the said Mary Ward lived during the aforesaid Period. This Deponent first saw the Said Mary Ward at Mr Bells House in the 9 Month of November last where the Deceased then lived - This Deponent knows that the said 9 Mary Ward did once during the time this Deponent served Mr Bell about Two oClock in the 9 Morning run precipi= tately from the House where she then resided towards the Sea - and that the Deceased was not brought back or conducted by any Person, but returned of her own accord about one hour afterwards - This Deponent believes that the said Mary Ward was disordered in her senses from her having run alone to the Sea Side at the time aforementioned, and more this Deponent saith not to this or the last Interrogatory. -

Sworn at Madras

23rd April 1791. -

Sellisingam was this Day repeated before me Josias DuPré Porcher Esquire Mayor in the Presence of me G. Taylor Register the Contents hereof having been previously explained to the Deponent by the Court Interpreter. -

G. Taylor
Regr

J. DuPré Porcher
Mayor

Additional Interrogatories

to be Administred to a Witness to be produced Sworn and Examined in a certain Matter now depending before the Kings Ordinary in the Hon^ble the Mayors Court of Madras patnam wherein Francis Swain Ward is Proponent and George Reynolds is Opponent to the Estate of Mary Ward late of Madras Spinster Deceased —

On the Part and behalf of the Proponent as follows —

First Interrogatory Do you know the Parties Proponent and Opponent in the Title of these Interrogatorys named or either and which of them and how long have you known them or either and which of them, Respectively Setforth and according to the best of your knowledge Remembrance and belief herein fully and at large Declare. —

Second Interrogatory To Jeremiah Cazeneuve Merchant Did you know, or were you acquainted with Mary Ward late of Madras Spinster Deceased If yea, was or was not the said Mary Ward during the time of your knowledge of acquaintance with her, or during any and what part thereof, of unsound Mind, or was her Memory, Senses or understanding in any, and what degree afflicted or impaired, had you any and what Opportunities of Judging thereof. Setforth, and the truth herein fully and at large Declare. —

Last Interrogatory Do you know of any other Matter or thing or have you heard or can you say touching the Matters in question in this Cause that may tend to the benefit and Advantage of the Proponents in this Matter — besides what you have been interrogated unto If yea Declare the same fully and at large as if you had been particularly Interrogated thereto.

John White
Proctor for the Proponents

Before the King's Ordinary Mayor's Court at Madrasapatnam

In the Matter wherein Francis Swain Ward is Proponent and George Reynolds is Opponent to the Estate of Mary Ward Deceased

On the Part and Behalf of the Proponent

Depositions of Witnesses taken in this Matter by and before the Register of the said Court as follows.

Jeremiah Cazeneuve Merchant at Present of Madras Inhabitant and Lately Arrived from Columbo aged Forty Six years or thereabouts being on this Ninth day of May in the year of our Lord One Thousand Seven Hundred and Ninety one produced as a Witness on the Part and Behalf of the Proponent, notice of whose Examination having been this day given to Mr. Peter Walker Proctor for the Opponent being duly examined Deposes as follows.

1st. To the First Interrogatory this Deponent saith he knows Francis Swain Ward the Proponent and has known him about two years. This Deponent also knows George Reynolds the Opponent and has known him upwards of four years and more he saith not to this Interrogatory.

2nd. To the Second Interrogatory this Deponent saith he did know and was acquainted with Mary Ward late of Madras Spinster Deceased, and saith that from the Month of September last until her Death the Deceased Mary Ward appeared at times to be out of her Senses, and frequently said to this Deponent that she was miserable and wished she was Dead, and in Conversation with this Deponent repeated the same Questions over and over again, and as this Deponent was at that time living in the same House with the Deceased he had frequent Opportunities of Judging thereof, and more this Deponent saith not to this or the

last

Last Interrogatory.—

9th May 1791.— Jerome Cazeneuve

Jeremiah Cazeneuve was this day repeated before me Josias DuPré Porcher Esqre Mayor in the Presence of me G Taylor Regr the Contents hereof having been previously read over by the Deponent.—

G Taylor
Regr

Jos. du Pré Porcher
Mayor

Witnesses
William Hope
Charles Loyd
Thomas Ledsham
Charles Joseph Douglas
John Card and
Vencaty Navrain.—

Before the Proponent and Opponent
In the Honble the Mayors
Court at Madraspatnam—
Interrogatories to be administered
to such Witnesses as shall be produced—
Sworn and Examined on the part and behalf
of George Reynolds the Executor named in the
Last Will and Testament of Mary Ward
Deceased— In the Matter wherein Francis
Swain Ward is Proponent and the said
George Reynolds Opponent.—

To all the Witnesses... 1st.... Do you know or do you not know the Parties—
Opponent and Proponent or either of them if yea how long have you
known them or either of them Declare.—

To William Hope
Thomas Ledsham
Charles Joseph
Douglas— and
John Card.... 2nd.... Were you or were you not well acquainted or how otherwise
with the Deceased in her Life time— If yea at what time &
how long were you acquainted with her were you or were
you not frequently in her Company and in Conversation
with

with her – If yea What is your Opinion to the best of your Judgment and Belief of her understanding Mind and Intellect – Was she or was she not as far as you have observed and do believe accustomed to drink to excess so as to be intoxicated so her Understanding otherwise impaired thereby – Have you or have you not ever heard her speak of the Proponent Francis Swain Ward – If yea in what manner has she spoken of him Declare what you recollect thereof – Have You or have not heard her ever speak of the Opponent George Reynolds and his Wife or either of them if yea Declare the same together with any other Matter or thing as a Witness on the Bars of Deceased that may appear to you necessary or Material for the Opponent in the present Suit –

To Charles Lloyd – 3rd. Did or did not the Deceased Mary Ward reside for some time at your House – If yea how long did she reside at your House – during the time she so resided at your House did she or did she not constantly eat with you at your Table or how otherwise – and was you not almost constantly in her Company or how otherwise if yea – what is your Opinion of her Mind Memory and Understanding Declare particularly to the best of your Judgment and Belief – Have you or have you not been bred to the Study of Physic – If yea – from such your professional knowledge and the Opportunity you have had of observing her do you or do you not believe you would have easily discovered any derangement in her Intellect or how otherwise do you believe thereupon – Declare – during the time she resided at your House was she or was she not accustomed to drink to excess so as to become intoxicated and her senses thereby impaired or was she Temperate and Moderate in that respect

or how otherwise did she appear to you to be to the best of your Judgment and Belief - Did you or did you not ever hear her speak of the Proponent Francis Swain Ward or of his Wife and Family or either or any of them - if yea relate particularly what passed on such occasions to the best of your Recollection and belief - Was she or was she not sorre time and when while she resided with you taken very Sick If yea - Did you or did you not ... tion the Proponent to her - If yea - relate the Conversation that passed thereon to the best of your Recollection and belief - Did you or did you not ever hear the Proponent Francis Swain ... Taylor mentioning Young Ward - If yea - relate the manner he usually mentioned and what such expressions as you recollect he made use of have you or have you not always understood and do you or do you not believe that the difference if any that subsisted between them arose from some ill treatment and what which she had received from either himself or his family or what else do you believe thereupon - Did you or did you not ever hear her mention the Opponent George Reynolds and his Wife or either of them - If yea - relate particularly what passed thereupon to the best of your Recollection and belief together with any other Matter or thing that may be necessary or Material for the Opponent in the present Suit.

To John Card and Vencaty Narrain } 4th Are you or are you not a Witness to the Will in Question If yea relate particularly what passed respecting the same as well before as at the time and also after its Execution - and particularly mention at what time of the Day it happened and whether at the time she signed it and Declared it to

be

be her Last Will she was or was not of sound and disposing Mind Memory and understanding, and whether at the time she was or was not free from any Intoxication or any undue Influence from the Opponent or any Person or Persons whatever.

To all the Witnesses } 5th Do You or do you not know the Opponent George Reynolds and his Wife or either of them— If yea are they or are they not or either and which of them Persons of good reputte Character and Credit or how otherwise are they considered— From your knowledge of their Characters or otherwise do you or do you not believe they or either and which of them has used any improper means procuring the Deceased to make the Will in Question.—

To all the Witnesses } Lastly Do you know of any other Matter or thing or have you heard or can you set forth any touching the Matter in Question that may to the Benefit or Advantage of the Opponent— If yea— Declare the same as You know have heard or do believe— together with the Reasons of such your Belief as fully and particularly as if you had been Sworn to particularly Interrogated.—

T. P. Walker
Proctor for Opponent

Before the Kings Ordinary
Mayors Court at Madraspatnam

In the Matter wherein Francis Swain
Ward is Proponent and
George Reynolds is Opponent to the
Estate of Mary Ward Deceased

On the Part and Behalf of the Opponent

Depositions of Witnesses taken in this Matter by and before the
Register of the said Court as follows.

William Hope Merchant of Madras Inhabitant aged Twenty Six years or
thereabouts being on this Tenth day of March in the year of our Lord One Thousand
Seven hundred and Ninety one produced as a Witness on the Part and Behalf of the
Opponent notice of whose Examination having been this day given to Mr. John
White Proctor for the Proponent being duly examined Deposes as follows.

1st ..... To the First Interrogatory this Deponent saith he is not acquainted
with the Proponent Francis Swain Ward in this Matter named, but
this Deponent saith he knows the Opponent George Reynolds and has
so known him these five years or thereabouts and more this Deponent
saith not to this Interrogatory.

2nd ..... To the Second Interrogatory this Deponent saith he was well
acquainted with the Deceased Mary Ward in her life time and saith it
is about twelve Months since he first became acquainted with her.
This Deponent saith he was frequently in Company and in Conver-
sation with the Deceased Mary Ward, and saith from the Opportu-
nities he has had of knowing the said Mary Ward she appeared to him
to be a Woman of good and Sound understanding. This Deponent saith
the Deceased Mary Ward was not to his knowledge accustomed to Drink
to excess so as to be intoxicated thereby or her understanding otherwise
impaired this Deponent saith he never heard the Deceased Mary
Ward speak of the Proponent Francis Swain Ward in particular but
saith he has heard the Deceased talk generally of her Relations in this
Country

Country who she said had behaved to her very Cruelly, This Deponent saith She has heard the Deceased Mary Ward speak of the Opponents George Reynolds and his Wife in the highest terms observing that they were the only Persons who treated her with kindness, and who supplied all her Wants, and — more this Deponent saith not to this Interrogatory. —

5th . . . . To the Fifth Interrogatory this Deponent saith he is acquainted with the Opponents George Reynolds and his Wife and saith they are considered as Persons of very good Character Credit and Credit. This Deponent saith from the knowledge he has of the Charater of the Opponent George Reynolds and his Wife he is confident that no improper means were used by the said George Reynolds and his Wife or either of them to induce the Deceased Mary Ward to make the Will in Question, but on the contrary this Deponent has reason to believe from what he has heard on the subject that it was a free and Voluntary act of the Deceased Mary Ward in — making the said Will and more this Deponent saith not to this or the Last Interrogatory. —

W. Hope

6th April 1791. —

William Hope was this Day Repeated before me Josias DuPre Porcher Esquire Mayor in the Presence of me G. Saylor Register the Contents hereof having been previously read over by the Deponent. —

G. Saylor
Regr.

Jos. DuPre Porcher
Mayor

Before the King's Ordinary
Mayor's Court at Madraspatnam —

In the Matter wherein Francis Swain
Ward is Proponent and
George Reynolds is Opponent to the Estate
of Mary Ward Deceased —
On the Part and Behalf of the Opponent —

Depositions of Witnesses taken in this Matter by and before the Register of the said Court as follows. —

Charles Loyd, Merchant, of Madras Inhabitant aged Sixty years or thereabouts being on this Fourteenth day of March in the year of our Lord One Thousand Seven Hundred and Ninety One produced as a Witness on the Part and Behalf of the Opponent notice of whose Examination having been this Day given to Mr. John White Proctor for the Proponent being duly Examined Deposes as follows. —

1st . . . . . To the First Interrogatory this Deponent saith he knows Francis Swain Ward the Proponent in this Matter and has so known him these Fourteen years or thereabouts. This Deponent also knows the Opponent George Reynolds and has so known him these two years and upwards and more this Deponent saith not to this Interrogatory. —

3rd . . . . . To the Third Interrogatory this Deponent saith that the Deceased Mary Ward resided at this Deponents House for the Space of four years or thereabouts, and saith the Deceased during the time she so resided in this Deponents House constantly eat with this Deponent at his Table and saith that when at home he was constantly in Company with the Deceased Mary Ward. This Deponent saith that the Deceased Mary Ward was a Person of very good and strong Understanding. This Deponent saith he was bred to the Study of Physic, and that from such his professional knowledge and the Opportunities he had of observing the Deceased Mary Ward he would have

Easily discovered any Derangement in her Intellect. This Deponent
saith that the Deceased Mary Ward during the time she lived in this
Deponents house was not accustomed to drink to excess so as to be
intoxicated or her Senses in the least impaired thereby, but was always as
far as this Deponent has observed her moderate in that respect. This
Deponent saith he has often heard the Deceased Mary Ward speak of the
Proponent Francis Swain Ward, his Wife and family and saith in the
frequent Conversations he had had with the Deceased on that subject she
always flew into the most violent passion, desiring this Deponent never
to mention even their names to her, for that they had behaved to her
most cruelly, the Deceased further said that she should not be easy when
she died if she thought any of the Proponents' Family were to succeed
to any Part of her Estate, and that if she was ever able to go to England she
would lay out her Property in that manner as to Prevent the Proponent or any of his Family ever succeeding to any Part of it. This Deponent
saith that the Deceased Mary Ward was frequently indisposed during
the time she lived in this Deponents' House but never very sick, and
saith he did speak of the Proponent to her and endeavoured to prevail
upon her to be Reconciled to him, This Deponent further saith that
the Deceased always broke out into a violent passion upon every
occasion she heard the Proponents name mentioned, This Deponent
saith he has heard the Proponent Francis Swain Ward mention
the Deceased and saith he frequently heard the Proponent call the
Deceased an ill natured, cross, Old Devil and many other names
This Deponent saith that the Deceased Mary Ward told this
Deponent that the difference which subsisted between the Deceased
and the Proponent arose from the very ill and Cruel Treatment

the Deceased had experienced from the Proponent at the Northward – This Deponent saith he has often heard the Deceased Mary Ward speak of the Opponent George Reynolds and his Wife, and saith the Deceased spoke of them as being the best Friends she had in the Settlement, and to whom she was under many Obligations for their kind Behaviour to her and more this Deponent saith not to this Interrogatory.

5th . . . . To the Fifth Interrogatory this Deponent saith he knows the Opponent George Reynolds and his Wife and saith they are Considered as Persons of very good Charater Repute and Credit This Deponent saith from the knowledge he has of the Charater of the Opponent George Reynolds and his Wife he is Confident that no improper means were used by either of them to induce the Deceased Mary Ward to make the Will in Question, but on the Contrary that they could dispise an act of the kind and more this Deponent saith not to this or the last Interrogatory.

18th March 1791. —

Chas. Loyd

Charles Loyd was this Day Repeated before me Josias Dubre Borcher Esquire Mayor in the Presence of me G Taylor Register the Contents being having been previously read over by the Deponent. —

G Taylor
Regr.

Josias Dubre Borcher
Mayor

Before the Kings Ordinary Mayors Court at Madraspatnam.

In the Matter wherein Francis Swain Ward is Proponent and George Reynolds is Opponent to the Estate of Mary Ward Deceased.

On the Part and Behalf of the Opponent.

Depositions of Witnesses taken in this Matter by and before the Register of the said Court as follows.—

Thomas Ledsham Deputy Sheriff of Madras aged thirty nine years or thereabouts being on this Thirty first day of March in the year of our Lord One Thousand Seven hundred and Ninety one produced as a Witness on the Part and behalf of the Opponent notice of whose Examination having been this Day given to Mr. John White Proctor for the Proponent being duly examined Deposes as follows.—

1st. . . . . To the First Interrogatory this Deponent saith he knows the Proponent Francis Swain Ward and has so known him these nine or ten years. This Deponent also knows the Opponent George Reynolds and has so known him these four years or thereabouts and more he saith not to this Interrogatory.—

2nd. . . . . To the Second Interrogatory this Deponent saith he was acquainted with the Deceased Mary Ward in her life time but not intimately and saith it is near twelve years since his acquaintance with the Deceased first Commenced. This Deponent was frequently in Company and in Conversation with the Deceased who always appeared to him to be in full possession of her Senses. This Deponent saith he never observed that the Deceased was accustomed to drink to excess so as to be intoxicated or her Understanding otherwise impaired thereby. This Deponent saith whenever the Proponents name was mentioned he has heard the Deceased say that she could not bear to hear his name and desired that his name might never

be mentioned to her. This Deponent has heard the Deceased speak of the Opponent George Reynolds and his Wife, who she said were the only — Friends she said were the only Friends she had in Madras and more this Deponent saith not to this Interrogatory. —

5th . . . . . To the Fifth Interrogatory this Deponent saith he knows the Opponent George Reynolds and his Wife and saith they are considered as — Persons of good Repute Character and Credit. This Deponent saith from the knowledge he has of their Characters he does not believe that any improper means were used by either of them to induce the Deceased to make the — Will in question and more he saith not to this or the last Interrogatory. —

12th April 1791. —

Tho. Sedsham

Thomas Sedsham was this day repeated before me Josias DuPré Porcher Esquire Mayor in the Presence of me G Saylor Regr. the Contents hereof having been previously read over by the Deponent. —

G Saylor
Regr.

Jos. DuPré Porcher
Mayor

Before the Kings Ordinary Mayors Court at Madraspatnam — In the Matter wherein Francis Swain Ward is Proponent and George Reynolds is Opponent to the Estate of Mary Ward Deceased —

On the Part and Behalf of the Opponent —

Depositions of Witnesses taken in this Matter by and before the Register of the said Court as follows. —

Charles Joseph Douglas, Merchant of Madras Inhabitant aged Forty Seven years or thereabouts being on this 28.th Day of March in the year of our Lord One Thousand Seven Hundred and Ninety one produced as a Witness on the part and Behalf of the Opponent notice of whose Examination having been this Day given to Mr. John White Proctor for the Proponent being duly Examined Deposes as follows. —

1.st ..... To the First Interrogatory this Deponent saith he knows the Proponent Francis Swain Ward and has so known him about three years — This Deponent also knows the Opponent George Reynolds and has so known him about Six Months and more he saith not to this Interrogatory. —

2.nd ..... To the Second Interrogatory this Deponent saith he was well acquainted with the Deceased Mary Ward in her life time and saith it is now near four years since he first became acquainted with her. — This Deponent saith he was frequently in Company and in Conversation with the Deceased and that he really believes the Deceased was at all times in perfect possession of her mind Understanding and Intellects having often heard her talk in a very sensible manner — This Deponent saith so far as he has had an Opportunity of observing the Deceased he never discovered that she was inclined to drink so as to be intoxicated or her understanding otherwise impaired thereby — This Deponent saith he has often heard the Deceased speak of the Proponent Francis Swain Ward in Terms expressive of the very Cruel Treatment she had on

many occasions experienced from him— this Deponent has also frequently heard the deceased speak of the Opponent George Reynolds and his Wife whom the Deceased described as Persons to whom she was under many obligations for the kindness they had shewn to her, and whom she considered as her best Friends and more this Deponent saith not to this Interrogatory—

5th ..... To the Fifth Interrogatory this Deponent saith he knows the Opponent George Reynolds and his Wife, and saith they are Regarded as People of good Character, Repute and Credit— This Deponent saith he really in his Conscience believes from his knowledge of their Characters that no improper means were used by either of them to induce the Deceased to make the Will in question and more he saith not to this Interrogatory—

To the last Interrogatory this Deponent saith that during the lifetime of the said Mary Ward he frequently endeavoured to bring about a Reconciliation between the Proponent Francis Swain Ward and the Deceased but as often as these attempts were made the Deceased expressed the great aversion she had to the Proponent, and desired this Deponent never to mention his name to her— the Deceased further told this Deponent that if she thought any part of her property would be enjoyed by the Proponent at her death that she would immediately dispose of it in favor of some other Person being firmly resolved that no part of the Proponents Family should ever Succeed to any part of it and more this Deponent saith not to the last Interrogatory—

18th April 1791— Chas. Jos: Douglas

Charles Joseph Douglas was this day Repeated before Josias DuPre' Porcher Esqr Mayor in the Presence of me G Saylor Regr the Contents hereof having been previously read over by the Deponent—

G Saylor Regr

Jos. Du Pre' Porcher
Mayor

Before the Kings Ordinary Mayors Court at Madraspatnam — In the Matter wherein Francis Swain [illegible] is Proponent and George Reynolds is Opponent to the Estate of Mary Ward Deceased

On the Part & Behalf of the Opponent —

Depositions of Witnesses taken in this Matter by and before the Register of the said Court as follows —

John Card Sworn Keeper of Madras Inhabitant aged Thirty years or thereabouts being on this Tenth Day of March in the year of our Lord One Thousand Seven Hundred and Ninety one produced as a Witness on the Part and Behalf of the Opponent notice of whose Examination having been this day given to Mr. John White Proctor for the Proponent —

1st ..... To the First Interrogatory this Deponent saith he has seen the Proponent Francis Swain Ward but is not acquainted with him, and saith he knows the Opponent George Reynolds and has so known him about Twelve years and more this Deponent saith not to this Interrogatory. —

2nd ..... To the Second Interrogatory this Deponent saith he was not intimately acquainted with the Deceased Mary Ward in her life time but saith he has frequently been in her Company, and had known her as a Common acquaintance about three or four Months before her death, during which time he was frequently in conversation with her, and saith that to the best of his Judgment and belief the Deceased Mary Ward was in perfect possession of her Understanding mind and Intellects having frequently discovered with her on different Subjects on which occasions she always talked very sensibly — This Deponent saith he never observed nor does he believe that the Deceased Mary Ward was accustomed to drink to excess so as to be intoxicated or her —

[illegible]

Understanding otherwise impaired thereby, but on the Contrary whenever this Deponent saw her, she drank very moderately. This Deponent saith he does not Recollect ever to have heard the Deceased Mary Ward speak of the Proponent Frances Swain Ward, nor did this Deponent ever hear the Deceased speak of the Opponent George Reynolds and his Wife or either of them never having been in Company with the Deceased Mary Ward except in the Presence of the said George Reynolds and his Wife and more this Deponent saith not to this Interrogatory.—

4th ..... To the Fourth Interrogatory this Deponent saith he is one of the Witness to the Will in Question, and saith that some time previous to the death of the said Mary Ward he Received a Message which this Deponent understood came from the said Mary Ward desiring his Presence at the Opponents' House, and further saith that when he arrived there the Deceased Mary Ward Shewed to this Deponent a Paper which she said was her last Will and Testament and Requested this Deponent to Sign his Name as a Witness thereto which he accordingly did in the Presence of one of the Opponents' Servants, after which the Deceased Mary Ward delivered the Will into the Hands of the Opponent George Reynolds, which took place between the hours of Ten and Twelve in the forenoon.— This Deponent saith that at the time the said Mary Ward Signed and Declared the same to be her last Will and Testament he firmly and Really believes she was of sound and disposing mind Memory and understanding, and saith the Deceased to all outward appearance was free from Intoxication also from any undue Influence from the Opponent or any other Person whatever, and more this Deponent saith not to this Interrogatory.—

5th

th ..... To the Fifth Interrogatory this Deponent saith he is well acquainted with the Opponent George Reynolds and his Wife, and saith they are universally Considered as Persons of good Repute, Character and Credit, this Deponent saith from the Knowledge he has of the Character of the said George Reynolds and his Wife he is convinced that no improper means were used by either of them to induce the Deceased Mary Ward to make the Will in Question and more this Deponent saith not to this or the last Interrogatory.—

th March 1795.— John Card

John Card was this Day Repeated before me Josias DuPré Porcher Esquire Mayor in the Presence of me G Taylor Regr the Contents hereof having been read over by the Deponent.—

G Taylor
Regr

Jos. DuPré Porcher
Mayor

Before the Kings' Ordinary, Mayors' Court at Madraspatnam.— In the Matter wherein Frances Swain Ward is Proponent and George Reynolds is Opponent to the Estate of Mary Ward Deceased.—

On the Part and Behalf of the Opponent.—

Depositions of Witnesses taken in this Matter by and before the Register of the said Court as follows.—

Vencaty Narrain Writer of Madras Inhabitant aged thirty one years or thereabouts being on this Seventh Day of April in the year of our Lord One thousand Seven hundred and Ninety one produced as a Witness on the Part and Behalf of the Opponent notice of whose Examination having been this Day given to Mr. John White Proctor for the Proponent being Duly Examined Deposes as follows.—

937

1st ... To the First Interrogatory this Deponent saith he does not know Francis Swain Ward the Proponent in this Matter named but this Deponent knows the Opponent George Reynolds and has so known him these Two years or thereabouts and more he saith not to this Interrogatory.—

4th ... To the fourth Interrogatory this Deponent saith he is one of the Witnesses to the Will of Mary Ward Deceased and saith that the Deceased Mary Ward about Ten o'Clock one Morning sent for this Deponent to the House of the Opponent George Reynolds where the Deceased then was and requested of him to Draw out a Will which this Deponent accordingly did the Contents whereof were Dictated by the said Mary Ward after which this Deponent at the request of the said Mary Ward Signed his name as a Witness thereto in the Presence of John Card the other Subscribing Witness to the said Will. This Deponent saith the Deceased Mary Ward at the time she Signed and Declared it to be her last Will and Testament was of Sound Mind, Memory and understanding as also free from Intoxication and saith he does not know if any undue Influence was used by the Opponent or any other Person or Persons and more this Deponent saith not to this Interrogatory.—

5th ... To the fifth Interrogatory this Deponent saith he knows the Opponent George Reynolds and his Wife and saith they are Persons of Good Character Repute and Credit. This Deponent saith from his knowledge of their Characters he does not believe that any improper means were used by them or either of them to induce the Deceased Mary Ward to make the Will in Question and more this Deponent saith not to this or the last Interrogatory.

11th April 1791.—

Venkaty Narrain

Venkaty Narrain was this day Sworn before me Josias DuPré Borcher Esquire Mayor in the Presence of me G Taylor Regr the Contents hereof having been previously explained to the Deponent by the Deponent by the Court Interpreter.—

G Taylor
Regr

Josias DuPré Borcher
Mayor

Before the King's Ordinary in the Hon^ble the Mayor's court at Madras/patnam

Additional Interrogatories to be Administered to such Witnesses as shall be produced Sworn and Examined on the part and behalf of George Reynolds the Executor named in the last Will and Testament of Mary Ward Deceased in the Matter wherein Francis Swain Ward is Proponent and the said George Reynolds is Opponent.—

To all the Witnesses } 1st.... Do you know or do you not know the Parties Opponent and Proponent or either of them If yea how long have you known them or either of them Declare—

To Mrs Francis Martin } 2nd.... Did you or did you not live some time and how long as— one of the Family of Mr and Mrs Bell if yea how long did you live in their Family, Was or was not the Deceased Mrs Ward living there at the same time that you did— if yea— Were or were you not intimately acquainted with her— If yea what is your opinion of her Intellects and Reason Were you or were you not frequently in her Company at Meals and otherwise, if yea, did she or did she not accustom herself to Drink to excess was to impair her Reason— Declare the whole you know thereof.—

To the same. 3rd Were you or were you not living in Mrs Bells family at the time the Deceased Died— If yea— relate all the Particulars you know thereof, To the best of your Judgment and belief do you consider that her Death was occasioned by Accident or was voluntary— Declare your full opinion and belief respecting her death with the Reasons of such your Belief— Were you or were you not present when the Deceased was brought up into her rooms after her fall and when she Died if yea relate what passed thereupon, Was it or was it not proposed by some Persons and whom to send for the Proponent— If yea relate what passed thereon with every other particular immediately previous to the Death of the Deceased—

To all the Witnesses } Lastly Do you know of any other Matter or thing or have you heard or can you set forth any thing touching the Matter in Question that may tend to the Benefit or advantage of the Opponent If yea Declare the same as You know have heard or do believe with the reasons of such your Belief as fully and particularly as if you had been thereunto particularly Interrogated.

" Walker
Proctor for Opponent

Before the Kings Ordinary Mayors Court at Madraspatnam

In the Matter wherein Francis Swain Ward is Proponent and George Reynolds is Opponent to the Estate of Mary Ward Deceased

Depositions of Witnesses taken in this Matter by and before the Rev.d

On the Part and Behalf of the Opponent.

of the said Court as follows.

Mrs Frances Martin of Madras Inhabitant aged Sixteen years or thereabouts being on this Eighth day of April in the year of our Lord One thousand Seven hundred and Ninety one produced as a Witness on the Part and Behalf of the Opponent notice of whose Examination having been this day given to Mr. John White Proctor for the Proponent and being duly examined Deposes as follows.

1st To the First Interrogatory this Deponent saith she knows Francis Swain Ward the Proponent, but does not recollect how long. This Deponent also knows the Opponent George Reynolds but does not recollect the particular time she has so known him and more she saith not to this Interrogatory.

2nd To the Second Interrogatory this Deponent saith she lived as one of the Family of Mr. and Mrs Bell for the space of one year and saith the Deceased Mary Ward Ward was living there at the same time this Deponent was this Deponent saith she was intimately acquainted with the said Mary Ward, and saith the Deceased appeared to her to be in her

senses

Senses except at times when she was troubled with Pains in her face upon which Occasions she ran about the House calling out for Death. This Deponent saith she was frequently in Company with the Deceased Mary Ward at Meals and saith the Deceased to this Deponents Knowledge was not accustomed to drink to excess so as to impair her Reason and more this Deponent saith not to this Interrogatory.

3rd. To the Third Interrogatory this Deponent saith she was living in Mr. Bell's Family at the time the said Mary Ward died and saith she was sitting in a Room in Mr. Bell's House and heard a Noise in the Street which appeared to have been occasioned by the fall of some thing from the Terrace of the same House upon which this Deponent ran immediately into the Balcony and saw a Woman lying in the Street and desired the People around her to carry her away supposing her to be a Drunken Woman but was informed that it was the said Mary Ward. This Deponent then went and related the Circumstance to Mrs. Bell, who called her Servants and the Deceased was carried up Stairs into her Room. This Deponent afterwards asked the Deceased how she had met with such an accident, who said that she was almost Choaked and that her Back was broke. Mrs Bell then sent for a Doctor who on his Arrival Declared that the Deceased could only live a few Minutes longer, upon which Mrs Bell proposed sending for the Proponent Francis Swain Ward which the Deceased opposed, and shook her Head saying in a low voice No. This Deponent saith that to the best of her belief and judgment the Death of the said Mary Ward was accidental, and saith the Reasons for such her belief are because the night was very dark and because the Deceased was accustomed to sit on a part of the Terrace which was very narrow from whence she imagines the Deceased must have slipt. This Deponent saith she was present when the Deceased was brought up Stairs into her Room after her fall as also when she died and saith

that

that nothing more passed thereupon than what she has above setforth and more this Deponent saith not to this or the last Interrogatory.—

11th April 1795.— Frances Marten

Mrs Frances Marten was this Day repeated before me Josias DuPré Porcher Esquire Mayor in the Presence of one G Taylor Regr the Contents hereof having been previously read by the Deponent.—

G Taylor
Regr

Jos. DuPre Porcher
Mayor

Before the Kings Ordinary
In the Honble the Mayors
Court at Madraspatnam.—

Cross Interrogatories to be administered to such Witnesses as shall be produced Sworn and Examined on the Part and Behalf of George Reynolds the Executor named in the last Will and Testament of Mary Ward Deceased in the Matter wherein Francis Swain Ward is Proponent and the said George Reynolds is Opponent.—

To all the Witnesses 1st Do you know or do you not know the Parties Opponent and Proponent or either of them if yea how long have you known them or either of them Declare.—

To Mrs Elizabeth Bell. 2nd Were you or not acquainted with the Deceased in her Life time— If yea what is your Opinion of her Intellect at the time and previous to her Death— If you think she was not in her Senses— what are your Reasons for thinking so declare.—

To the same... 3rd Have you or have you not said to some Person and whom that "the "Deceased must be mad because she made her Will in favor of the Opponent "and

"and that it would appear better if she had made it in favor of you or your "Family." or some thing to that or the like effect Declare.—

To the same 4.th Did or Did not the Opponent first introduce the Deceased to your acquaintance or who else did and Did he or Did he not also speak to your Husband about her coming to live with you, Declare—

To the same— 5.th Did or did not your Husband take some what less and how much less for the Deceased's Board and Lodging, than he usually took from others, If yea was it or was it not on Account of her teaching your Children to read or on what other Account was it— Was or was not the Deceased accustomed to Teach your Children to Read— If yea Did you or did you not consider her to be then in her Senses Declare.—

To the same 6.th Do you think that the Deceased intentionally threw herself off from your House or do you think it happened by accident— If you think she did it intentionally Declare your Reasons for thinking so and whether you have ever been yourself on the Top of the House or not.—

To the same 7.th Did you or did you not ever hear the Deceased express a Friendship for the Opponent and his Wife Did or did not Deceased frequently go to visit them Declare,—

To the same. 8.th Did you or did you not after the Deceased had fallen from your House— propose to send a Servant to call the Proponent thereupon from the Deceased— Did you or Did you not desire her to say her Prayers if yea Did she or Did she not begin to say the Lords' Prayer or how otherwise— Did you or Did you not say to some Person and whom that the Deceased was in her Senses after her fall or some what to that or the like effect Declare.—

To the same Lastly } Do you know of any other Matter or thing or have you had or can you set forth any thing touching the Matters in question in this Cause if yea Declare the same as fully, clearly and effectually

as if you had been Severally particularly Interrogated.

P. Walker
Proctor for Opponent

Before the King's Ordinary
Mayor's Court at Madrasapatnam

In the Matter wherein Francis Swain Ward is Proponent and George Reynolds is Opponent to the Estate of Mary Ward Deceased

On the Part and Behalf of the Opponent

Depositions of Witnesses taken in this Matter by and before the Register of the said Court as follows.—

Mrs Elizabeth Bell of Madras Inhabitant aged forty years or thereabouts being on this Eighteenth Day of April in the year of Our Lord One thousand seven hundred and Ninety one produced as a Witness on the Part and Behalf of the Opponent notice of whose Examination having been this day given to Mr John White Proctor for the Proponent being duly Examined Deposes as follows.—

1st . . . . . To the First Interrogatory this Deponent saith she knows Francis Swain Ward the Proponent and has so known him these eight or nine Months. this Deponent also knows George Reynolds the Opponent and has so known him these two years or thereabouts and more this Deponent saith not to this Interrogatory.—

2nd . . . . . To the Second Interrogatory this Deponent saith she was acquainted with Mary Ward Deceased in her life time and saith the Deceased in this Deponents opinion for several Months before her Death was not in her Senses because she was continually running about the House from One Room to another calling out for Death and Saying she was miserable

Miserable in this World and more this Deponent saith not to this Interrogatory —

3rd ..... To the Third Interrogatory this Deponent saith she does not Remember ever to have said to any Person or Persons "that the Deceased "must be mad because the Deceased had made her Will in favor "of the Opponent George Reynolds and that it would appear better "if she had made it in favour of this Deponent or her Family." but this Deponent saith when she heard the Will read that she observed it ought to have been made in favor of Francis Swain Ward the Proponent and more she saith not to this Interrogatory —

4th ..... To the Fourth Interrogatory this Deponent saith that the Deceased Mary Ward was first introduced to this Deponents acquaintance by the Opponent George Reynolds, who also spoke to this Deponents Husband respecting her coming to live in this Deponents House and more this Deponent saith not to this Interrogatory. —

5th ..... To the Fifth Interrogatory this Deponent saith that her Husband took Six Pagodas less for the Deceased's Board and Lodging than he usually took from others on Account of the Deceased having undertaken to Teach this Deponents Children to read. This Deponent saith that the Deceased taught this Deponents Children to read for a bout One Month and then discontinued it, during which time this Deponent saith the Deceased appeared to be in her senses. and more this Deponent saith not to this Interrogatory. —

6th ..... To the Sixth Interrogatory this Deponent saith she thinks that the Deceased intentionally threw herself off from this Deponents House because she repeatedly said that she was miserable and tired of this Life. This Deponent saith she was never on the Top of her House and more she

saith not to this Interrogatory.—

7th ..... To the Seventh Interrogatory this Deponent saith that she heard the Deceased Mary Ward once say that she thought the Opponent George Reynolds and his Wife very good People but was now convinced of the contrary for the Deceased said when she asked them for Liquor they abused her, the meaning of which Words this Deponent could never learn. This Deponent saith the Deceased frequently went to visit the Opponent and his Wife and more she saith not to this Interrogatory.—

8th ..... To the Eighth Interrogatory this Deponent saith she did after the Deceased had fallen from this Deponent's House propose to send a Servant to call the Proponent Francis Swain Ward, the Deceased thereupon said No. she would not have him sent for. This Deponent desired the Deceased Mary Ward to say her Prayers and saith the Deceased began to repeat a few Words of the Lords Prayer with this Deponent— This Deponent did not say to any Person that the Deceased was in her Senses after her fall or any Words to that or the like Effect, and more this Deponent saith not to this or the last Interrogatory.—

Elizabeth Bell

9th of May 1791—

Mrs Elizabeth Bell was this day repeated before me James Ball Senior Alderman in the Presence of me G Saylor Register the Contents how of having been previously read over by me to the Deponent.—

G Saylor
Regr

Js. Ball
Senr Alderman

Before the Kings Ordinary
In the Horble the Mayors
Court at Madraspatnam

Further Additional Interrogatories to be administered to such Witnesses as shall be produced Sworn and Examined on the Part and Behalf of George Reynolds the Executor named in the Last Will and Testament of Mary Ward Deceased in the matter wherein Francis Swain Ward is Proponent and the said George Reynolds is Opponent.

To all the Witnesses 1st Do you know or do you not know the Parties Opponent and Proponent or either of them if yea how long have you known them or either of them Declare.

To Sawmy and Arnachellum } 2nd Are you or are you not Servants of Mr Charles Loyd If yea how long have you lived in his Service Did or did not the Deceased Mary Ward Reside for sometime at the House of the said Charles Loyd If yea how long did she Reside at his House during the time she so resided at his House did she or Did she not constantly Eat with him at his Table or how otherwise and did you or did you not occasionally wait on her as being in your Masters family or how otherwise If yea what is your Opinion of her mind Memory and understanding Declare particularly to the best of your Judgment and Belief during the time she resided at your Masters House was she or was she not accustomed to Drink to excess so as to become intoxicated and her Senses thereby imposed or was she Temperate and Moderate in that Respect or how Otherwise did she appear to you to be to the best of your Judgment and Belief.

To all the Witnesses Lastly } Do you know of any other Matter or thing or have you Heard or can you Set forth any thing touching the Matter in Question in this Cause if yea Declare the same as fully clearly and Effectually as if you had been hereunto particularly Interrogated.

P. Walker
Proctor for Opponent

Before the Kings Ordinary Mayors Court at Madrasspatnam — In the Matter wherein Francis Swain Ward is Proponent and George Reynolds is Opponent to the Estate of Mary Ward Deceased. — On the Part and Behalf of the Opponent. —

Depositions of Witnesses taken in this Matter by and before the Register of the said Court as follows. —

Arnachellum Dubash of Madras Inhabetant aged Thirty nine years or thereabouts being on this Twenty first day of April in the year of our Lord One thousand Seven hundred and Ninety one produced as a Witness on the Part and Behalf of the Opponent notice of whose Examination having been this Day given to Mr. John White Proctor for the Proponent being duly Examined Deposes as follows. —

1st . . . . To the First Interrogatory this Deponent saith he knows Francis Swain Ward the Proponent and has so known him about four years. This Deponent also knows George Reynolds the Opponent and has so known him about one year and more he saith not to this Interrogatory. —

2nd . . . . To the Second Interrogatory this Deponent saith he is a Servant of Mr. Charles Loyd, in whose service he has lived these Fifteen or Sixteen years. This Deponent saith the Deceased Mary Ward lived in the House of the said Charles Loyd for the Space of about four years, during which time the Deceased Mary Ward constantly Eat with the said Charles Loyd at his Table, and this Deponent occasionally waited upon the Deceased as being in his Masters family — This Deponent saith that to the best of his Judgment and belief the Deceased Mary Ward was in perfect possession of her mind, Memory and understanding, and saith that during the time the Deceased Resided in the House of this Deponents Master she was not accustomed to drink to excess so as to become Intoxicated or impair her senses thereby, but

saith

saith she was always Temperate and Moderate in that respect and more this Deponent saith not to this or the last Interrogatory.—

25th April 1791.—

Mrs Achellum was this Day repeated before me Josias DuPre Porcher Esquire Mayor in the Presence of me G Taylor Regr the Contents hereof having been previously Explained to the Deponent by the Court Interpreter

G Taylor
Regr

Jos. DuPre Porcher
Mayor

Extract from the Proceedings of the Kings Ordinary Held at the Town Hall on Tuesday the 15th Day of November Anno Domini 1791.—

Present

Josias DuPre Porcher Esqre Mayor
Andrew Ross and James Innes
Aldermen

In the Matter wherein Francis Swain Ward is Proponent—
and
George Reynolds is Opponent Relative to the Estate of Mary Ward Deceased

Allegations Read
Answer Read
Interrogatories on the Part of the Proponent Read—
Four Depositions taken thereunto Read
Cross Interrogatories on the part of the Proponent with an Original Will annexed Read.—
Three Depositions taken thereto Read.—

Additional Interrogatories on the part of the Proponent Read.—
One Deposition taken thereunto Read.—
Additional Interrogatories on the part of the Proponent Read.
One Deposition taken thereunto Read.—
Interrogatories on the part of the Opponent Read.
Six Depositions taken thereunto Read.—
Additional Interrogatories on the part of the Opponent Read.
One Deposition taken thereunto Read.—
Cross Interrogatories on the part Opponent Read.
One Deposition taken thereunto Read.
Further Additional Interrogatories on the part of the Opponent Read.
One Deposition taken thereunto Read. The Witness No 1 did not
appear for Examination.—

The Matter in dispute between the Proponent Francis Swain Ward and the Opponent George Reynolds Coming on to be Propounded this Day in the Presence of the Proctor for the Opponent / the Proctor for the Proponent having declined acting / the Court therefore do not think it necessary to Hear any Arguments from the Opposite Proctor but proceed to Propound the Matter in Dispute between the Proponent and Opponent and Upon due Consideration had thereon This Court doth think fit to Pronounce and doth accordingly Pronounce for the Validity of the Paper Writing purporting to be the Last Will and Testament of Mary Ward Deceased and it is further Pronounced that the Proponent do pay the Costs Attending this Matter.

A true Extract

Filed the 7th June 1793.

Before the Kings Ordinary
In the Horble the Mayors
Court at Madraspatnam

The Twenty Second Day of March One thousand Seven
hundred and Ninety One —

On which day Mr. Stephen Popham as Proctor for
Chintadry Petta Vellapah did pray that Letters of Administration
might be granted to him to the Estate and Effects of Chintadry petta
Arrachella Moodeliar late of Madras Inhabitant Deceased and
Mr. Peter Walker did as Proctor for Davary Unnmah the Widow of the
said Deceased file a Caveat thereto, and thereupon the said Mr. Stephen
Popham and Mr. John White did on behalf of the said Chintadry petta
Vellapah the Opponent on Sundry Days pray this Horble Court that the
Proponent might deliver in Allegations with regard to the said Matter
to which the said Mr. Peter Walker did consent as Proctor for the
Proponent.

And now the said Proponent by all better and more
effectual Ways and means of Law to all Intents and purposes in the
Law whatsoever doth allege and say that the said Opponent Chin-
tadry petta Vellapah is not well entitled to the Administration he seeks to
obtain for the Reasons herein after mentioned.

First — Because so long since as the year One thousand
Seven hundred and Seventy Nine the Deceased and the Opponent had
a great dispute, and in consequence of the Misbehaviour of the Opponent
the Deceased came away from his House and would not acknowledge
him as his Son and upon the Opponent making a Complaint
to the then Monthly Justice Peter Perring Esquire he thought
proper to refer it to Several Creditable People of the Cast and they

having

having Examined and enquired particularly into the Matter in Dispute did on the Twenty eighth Day of July One thousand Seven hundred and Seventy Nine make and Publish their Award a Copy of which Award is hereunto Annexed for the Inspection of this Hon^ble Court and prayed to be made part of this Proponents Allegation the Original being Registered in the Registry of the Choultry Court of Fort S^t George and a Copy Signed by William Ross Esquire the Register thereof being now in this Proponents possession and Ready to be produced before this Hon^ble Court whenever Required This Proponent saith that it appears by such Award that the occasion of the Opponent being discarded by his Father was for having a Criminal Commerce with his Fathers Concubine and that his Mother was Privy to and encouraged him in such very gross Misbehaviour for which Reasons the Arbitrators do by their said Award Declare that the said Deceased and his then Wife the Mother of the Opponent could not any longer live together during their Lives and having Directed the Deceased to Deposit One thousand Pagodas in the hands of a Soucar for the Maintenance of her and her Youngest Son and also to provide a House for her to live in Separately, they Declare that the Deceased may Intermarry again with any other Woman he may think proper agreeably to which the said Deceased did intermarry with this Proponent and the same was Solemnized in the usual and Regular manner and from that time to his Death they did constantly live and Cohabit together as Man and Wife, and his former Wife did not any longer Continue to live with him but did live Separate and apart from the Deceased from that time unto the day of his Death all which is well known and will in due time she trusts be proved to the Satisfaction of this

Hon^ble

Honble Court and therefore she says that the Opponent is no way entitled to Administer to or interfere with the Estate of the Deceased but the same does alone belong to this Proponent as his Lawful Widow.

Secondly Because previous to this Proponents inter-marrying with the Deceased he did enter into a certain Agreement with this Proponents Father namely Colatore Mootoocomaraputh Moodeliar whereby he agreed and bound himself in Consideration of his giving this Proponent to him as his Second Wife that he would give her the several Estates and Effects following that is to say Joyes to the Value of Two Thousand Pagodas, Eight thousand Pagodas in ready Money, his Garden and Ground Situated in St. Thome in the Agreement particularly described and a House at Chintadrypetta being altogether Ten Thousand Pagodas with the Garden and House and which he Declared by the said agreement he had voluntarily given to this Proponent for her Estate to her and her Issue from Generation to Generation and in case she died without Issue he then gave it for certain Religious Uses in the said Agreement particularly Specified as by a Copy of the Translation of the said Agreement hereunto Annexed for the Inspection of this Honble Court the Original being in the Possession of this Proponent and Ready to be produced whenever this Honble Court shall require which more fully and at large appear. This Proponent says that some time after the Execution of the said Agreement the Marriage took place between this Proponent and Deceased and at or about the time thereof the Deceased in Conformity to his Agreement did give unto this Proponent certain Joyes to the Amount of Two Thousand Pagodas or thereabouts but the Money as well as the House and Garden was not given over to this Proponent but continued in the Possession of the Deceased by the consent of all Parties during his Life time and after his Death it was understood according to the Terms of the Agreement that it should become the Property of this Proponent. This Proponent says that

the Deceased did during his life time sell and Dispose of the House and Garden mentioned in the said Agreement and did receive the Amount thereof and some short time before his death this Proponent did also deliver the Joyes she had received into his possession in order that the same might be sold and the Money applied to her own use as she could not wear them according to the Custom of her Cast after she became a Widow and this Proponent says that the Amount of the said Joyes together with the said eight Thousand Pagodas and the Value of the Garden at St Thome and the House at Chintadrypetta do altogether Amount to Eleven thousand Pagodas or thereabouts which Sum of Money this Proponent is well and truly entitled to by the Marriage Settlement and Agreement entered into by the Deceased previous to this Proponents intermarrying with him and this Proponent says that she does not believe that the Estate of the Deceased Amounts to a quarter part of that Sum so that she is manifestly more Interested in the Estate of the Deceased than the Opponent or than any other Person whatsoever and therefore better entitled to Administer thereto.

Thirdly Because some time after the said Award and after the Marriage had taken place between the Deceased and this Proponent the Opponent did acquiesce in the Award and did not object thereto in any respect whatever but on the contrary the Deceased having failed to Comply with the Terms thereof he did make a Complaint thereupon to Morgan Williams Esquire the then Monthly Justice and after some time he and the Deceased did come to a certain agreement whereby the Deceased undertook to pay certain Debts of the Opponents Amounting to Two Hundred and Forty one and a half Pagodas, to provide a Girl for him to Marry and to leave in the Hands of William Ross Esquire The Register of the Choultry Court Five Hundred Pagodas the Interest of which at the rate of Five Pagodas a

Month

Month was to be paid to the Opponent as by the said Agreement a Copy whereof is entered on the Records of the Choultry Court of which a Copy is also hereunto Annexed for the Inspection of this Honble Court may more fully and at large appear and the Original was Received and Accepted by the Opponent in full Satisfaction of the said Award and all Claims whatever that he might have upon the Deceased and this will further appear by the Copy of a Translation of another Agreement of the same date made in the presence of the said William Rob Esquire the Register of the said Choultry Court and Signed and Certified by him, the Original whereof is in this Proponents possession and ready to be produced when Required whereby it must clearly appear to this Honble Court that the Opponent can have no right or pretence to intermeddle with the Estate of the Deceased

Fourthly Because by the Act of Parliament directing Administrations the Widow has the exclusive right of administering in preference to every other Relation.

Lastly this Proponent saith that all and Singular the aforesaid Premises were and are true whereof proof being had as far as possible this Proponent prays Right and Justice may be effectually Lawd administered to her and that Letters of Administration may be granted to this Proponent to the Estate and Effects of her Said Husband Chinnatamby petta Arnachella Moodeliar Deceased and prays that so far as she may prove in the Premises and the Records of the Court support so far she may obtain on her Prayer the benefit of the Law being always preserved — Humbly imploring the Aid and Assistance of this Honble Court in her behalf

P Walker
Proctor for the Proponent

N.493. Translation of an Award addressed to the Worshipful Peter Perring Esqr. made by Iyah Moodelly and Paralamala Moodelly &c.a of the Tolovallaula Cast at Chintaudreypettah dated the 28.th of July 1779.

Whereas One Valoydan Complained to your Worship against his Father Arnachellum Moodelly in regard to not maintain him and his Mother also for preparing to Marry another Woman and your Worship was pleased to referred them to us, the undermentioned Cast People for our Determination, accordingly in the course of Our Examining the Declarations Witnesses and proofs of both Parties, It appeared that the said Complainant Valoydan could not prove the Charge which he laid against his Father the said Arnachellum Moodelly about another Wedding but it appeared to Us that the Complainant made his Complaint only to alarm the Defendant.

With Regard to the Maintenance it appeared To Us by the Evidences that the Defendant Arnachella Moodaly kept a Concubine as equal to his Wife at the next House and Maintained her with whom his Son the said Valoyidan had Criminal Conversation and his Mother the said Defendants Wife supported and Maintained him in this Bad behaviour to his Father, Therefore the said Defendant Arnachella Moodelly did not maintain his Wife for these four Months past, and further it appeared to us by the Evidences that both the Diferdant and his Wife Davana were always disputing and Complaining and she never paying attention to her Husband.

Therefore We are of Opinion that the said Defendant Arnadulla Moodelly and his Wife Davana cannot

live together during their life time and that the said Defendant Arnachella Moodelly should Depose 1000 Pagodas in the Hands of a Soucar and the Bond should be drawn out in favor of him the said Defendant Arnachella Moodelly and his Younger Son named Mooroogan which should be left in the Custody of the said Defendant, and out of the Interest arising from the said Sum, he should pay three Pagodas Monthly to his Wife Davana, and his younger Son Mooroogan for their Maintenance and the Remainder of the Interest should be Deposited in the Hands of the same Soucar, to be included with the Principal which Sum should be an Estate for the said Davana and her younger Son Moorooga, besides he the said Defendant should get another House for his Wife Davana and her Younger Son Moorogan to Dwell in. —

Further We are of Opinion that if the said Defendant Arnachella Moodelly has an Intention to Marry another another Woman he may do it —

With Regard to the Estate and Debts of the said Arnachellum, whatever Remains after his life time Shall be Disposed of Agreable to the Rules and Customs of the Cast. — We do give this as Our Opinion. —

Approved 12th Oct. 1779. —

Peter Perring Justice

A true Translation as near as can be from the Original —

Davy Neigum

Registered in Fort St. George this 19th Day of October 1779. —

Wm. Williams Ross Regr.

A true Copy

/Signd/ Iyah
Pavalamala
Neyenapah
Valoyedan
Condapen
Paryalomby
Palchapen
Seyalum
Mark of Mootiapah Moodely
Pauliala Moodelly
Narrayanapah Moodelly
Chinnava Moodely. —

957

Translation of an Agreement dated 5th Aurey of Vecaury Year + answering to Anno Domini 16 June 1770. –

I Arooraachelam Son of Chintaudry pulla Audyapa Moodelliyar do give this Agreement to Colatore Mooloocomarapa Moodeliar. –

Whereas I have on Representing the difficulties which I met in my Family affairs Requested you to give your Daughter Davaury to me in Second Marriage to which you have agreed, I therefore Write and give the following Estate to your said Daughter Davaury, To Wit – Joys to the Value of Two thousand Pagodas – Eight thousand Pagodas in ready Money – my Garden and Ground Situated at Saint Thome' Eastside to Royapata – South to the Maureyam of the Pagoda of Serovatasvara Sawmy or God – West to the Garden of Eyapah Moodeliar, East to the Garden of Colacauran, and North to the New Street – together with two Choultry Bills of Sale of St. Thome' in the Name of Master Call, One Paravaurah, and one Shake Namah, and a House Situated at Chintaudry pata in the Street of the House of Connore Soobramoneya Moodeliar South to the House of Connore Moodoo Moodeliar, and North to the House of Yada Taumarra in all Ten Thousand Pagodas together with the Garden and House which I have Voluntarily given to Davauna for her Estate Withnessing Chinglevoya Sawmy or God of Serootany – the above Garden, House and the Estate of Ten Thousand Pagodas – the said Davaury is to Enjoy peaceably from Generation to Generation. if the said Davauna should after my days are ended Depart this Life without having an Issue the above Garden, House and the said Estate of Ten Thousand Pagodas is to be taken either in Possession of your Sons or you who is the present Director of the Ceremonies of Colatore Shree Soamaswara Sawmyar or God and Arroovatavally Sawyar

having

having the Title of Agelandacoaty Bramhaurda Naiker and with the Interest which might arise thereon the holy Erections, ablutions, Offerings, Incense &c. are to be performed on behalf of the said Davaury- during my life time I and Teyaugaroyan / the Brother of the said Davaury / are to take care of the said Garden, House and the Estate of Ten thousand Pagodas in such a manner that they may not be ruined, I am to leave with you as Security a Bond for ready Money eight thousand Pagodas the Bills of Sale of Garden and House after having Sealed the same with my Seal, Gold Joys- Silver Joys- Jewels to the Value of Two thousand Pagodas is to remain in the Possession of Davaury your Daughter- should Davaury live with long life until my life time I am to enjoy the Interest which may arise from the said Eight thousand Pagodas the Produce of the Garden and House, after my death the Principle, Interest, Garden, House & Joys what- ever are to be Enjoyed by Davaury and her Posterity If the said Davaury should before my death depart this life without Issue I and Teyaugaroyan are in such case to give One Quarter part of the Produce of the Garden, House and the Interest of 10,000 Pagodas for the Devotions of Colatore Shreesomaswarar or God on behalf of Davaury- The remain- der three quarter parts of the Interest and produce I am to enjoy myself; after my death Teyaugeroyan is to deliver the whole of the Interest, Produce, Principal, Garden, House &c. into the Hands of the present Church Warden for the Devotions of Shree Somaswara Sawmyar or God and continue to carry on the Charitable acts- Thus I have Voluntarily given this Agreement with my free Will and Consent Witnessing the God which I am Devoted to, Witnesses Poorasapantham Vydeyanauda Moodeliar and Colatore Nauraneyapa Moodeliar, by their knowledge this Agreement was given by me the Chintaudryputa

Aroonauchelam

Aroonauchelam to Colatore Mootoocomaraja Mooseliar on Accounts of Davaury with my own Hand Writing 16.th June 1779.—

/Signd/ Chintaudry/pata Arnauchelam

Witnesses/Signd/
Vydeyanaudan
Nauraneyapan

(L.S.)

A True Translation as near as can be from the Malabar Language.—

a True Copy
Walker
Proctor

Ranganaudonn
Interpreter

N.o 516. Translation of an Agreement dated the 10.th Day of June 1782.—

I Chindatreputtah Arrachella Moodeliar of Madras do give this Agreement to my First Wife Dayevany and my Sons Vellapen and Mooragapen That is to say.—

You have Complained to Peter Perring Esq.re saying that I not give you Raiment and Food and on Award was given Another Complaint was preferred to Morgan Williams Esq.re and another Award was given there but now We mutually agreed Ourselves in the Presence of William Ross Esquire Viz.t The House that you occupys at Chindatreputtah in which you should live in future as you dwelling now, you have Contracted a Debt to Amount of Two Hundred and Forty One and a half Pagodas for your Subsistence which Sum I Promise to Pay and also I will provide a Girl and make a Wedding to my Son said Vellapah on or before the next August and likewise shall perform Wedding to my Second Son Mooroogapen in his Maturity heretofore for the Raiment

and

and Food Settled at 5 Pagodas p Month for which have left the Sum of 500 Pagodas at Interest in the Hands of William Ross Esquire and I will get you a Tick from William Ross Esq.re in order to pay you 5 Pag.s Monthly the Produce of the said Sum of 500 Pag.s in the mean time any Risk happen to either of us these shall comply according to the Custom of Our Cast – Witnesses Teroovacotto Ramalinga Moodeliar – and Palava Saravana Moodeliar by their Knowledge Drawn by Pattanatawny Perry Iyah. –

Witnesses Signed

Saravanan

Teroovacotto Ramalingam

(Signed) Chindatrepetta Arnachellum

I hereby certify that the above Settlement was – agreed to by both Chindatrepetta Arnachellum and his Son Vellapah in my Presence this 4.th fourth day of July 1782. –

(Signed)

William Ross

Registered in Fort St. George this 5.th Day of July 1782. –

A true Copy

Benj.n Branfill

Register

A true Copy

P. Walker

Proctor

N.o 517.— Translation of an Agreement, dated the 10.th of June 1782.—

I Vellaspun Son of Chintadrepettay Arnachellum Moodelyar, and Deyvanay, Wife of the said Arnachellum, do give this Agreement to the said Chintadrepettay Arnachellum Moodelyar of Madras, that is to say.—

We both agreed to Comply with the determination Settled in the Presence of William Ross Esq.re Witness, Tervacaudoo Ramalinga Moodelliar and Palava Servana Moodelyar, by their knowledge. Drawn by Pattanasawmy Peria Eyah

/Signed/ Veloyedam, by the Consent of my Mother—

Witnesses Signed
Servanan
Servacadoo Ramalingam

I hereby Certify, that the above Consent to an Agreement Signed by Chintadrepettay Arnachellam was given by his Son Vellaspun, on his own behalf, and in behalf of his Mother, and Brother in my presence this fourth day of July 1782.—

William Ross

Registered in Fort St. George
this 5.th Day of July 1782.—

Jr. William Ross
Regr.

A true Copy
P. Walker
Proctor

Filed the 26th July 1791.

Before the Kings Ordinary In the Honourable the Mayors Court at Madraspatnam.

The Answer of Chintadry petta Vellapah of Madras Dubash Opponent to the Allegations of Davany Unnamah of Madras Inhabitant Proponent who by the said Allegations is Stiled Davany Unnamah Widow of Chintadry petta Arrachella Moodeliar late of Madras Inhabitant Deceased

To the First Allegation of the said Proponent, this Opponent saith, he is the Son, Heir, and Legal Representative, of the said Intestate, Chintadry Petta Arrachella Moodeliar, who was this Opponents Father, with whose Mother, named Davany this Opponents said Deceased Father entermarried, according to the Rites and Ceremonies of this Opponents Cast, and this Opponent saith that his Mother the said Davany, and the Proponent, the said Davany Unnamah, are distinct Persons, and this Opponent saith that he is Rightfully and Lawfully entitled to Administration of all and Singular the Goods, Chattels and Credits, which were the Goods, Chattels and Credits of his Father the said Intestate, and this Opponent saith that the said Proponent is not entitled to the Administration of this Opponents said Fathers Estate, as well for that the said Proponent, is not the Lawful Widow of this Opponents said Deceased Father, as for other Causes and Reasons hereinafter Particularly setforth and mentioned and this Opponent saith he admits, that in the year of our Lord One thousand Seven hundred and Seventy nine, this Opponents said Father, had a difference with this Opponent who was then of the age of Nineteen years, or thereabouts, but this Opponent positively Denies, that such difference arose from the misbehaviour of this Opponent for this Opponent saith that such difference did Originate in the misunderstanding of this Opponents said Father

and from his incontinence to this Opponents said Mother, and this Opponent saith that the Woman in the Proponents said first Allegation mentioned to have been the Concubine of this Opponents said Father, and with whom, as knowing her to be such, this Opponent is most Wrongfully Charged to have had a Criminal Conversation, was for some time previous to the difference which broke out between this Opponent, and his said Father the Female Friend and Acquaintance of this Opponent, and who was previous to such difference kept and maintained by this Opponent, as a Woman of easy access without this Opponents having in the least known, or suspected, that this Opponents said Father had or that the said Woman could have been so base as to have Encouraged an Illicit intrigue with this Opponents said Father, if such was really the case, the more so as this Opponents said Father, was then Married to this Opponents said Mother, with whom, and with his family Consisting of this Opponent, and this Opponents younger Brother married Moorgapen this Opponents said Father, then lived and Cohabited - and this Opponent further saith that some time in or about the Month of May, which was in the year of our Lord One thousand Seven Hundred and Seventy nine, this Opponent being then at the Mount, and one Collatore Syah who is a near Relation to the said Proponent and one of the Head Men of this Opponents Cast, called the Tooloova Vellala Cast, knowing this Opponents Father to be a Man of Considerable Fortune and that he had conceived a liking for the said Proponent, and this Opponents father and the said Collatore Syah knowing that this Opponent had kept the said Woman in the said first Allegation mentioned, this Opponents father, and the said Collatore Syah, did lay a Scheme on foot to make a pretext for a Marriage with the said Proponent and this Opponents said father, and to that end to Stigmatize this Opponent, and his said Mother, did

give

give out the Scandalous and false assertions in the said first Allegation contained, of this Opponents having had a Criminal intercourse with the said Concubine, and that this Opponents Mother, had encouraged this Opponent therein, This Opponent further saith, that upon his Return from the Mount to Madras in or about the Month of June, in the said year One thousand Seven hundred and Seventy nine, he did upon being informed of the Scheme which had been so concerted between this Opponents said Father and the said Collatore Iyah and of the injurious Reports which they had so spread Respecting this Opponent, enquire for the Woman in the said Allegations mentioned in Order that she should come forward and Confute the false and Scandalous assertions in the said Allegation set forth respecting this Opponent his said Father, and the said Woman, but this Opponent saith, that his said Father and the said Collatore Iyah did carefully remove the said Woman from Madras lest her appearance should lead to a detection of the falsity of the aforesaid Scandalous Reports which which they had so circulated, and this Opponent saith that finding that his said Father and the said Collatore Iyah persevered in endeavouring to patch up a Marriage between this Opponents said Father and the now Proponent against the application of this Opponents said Mother, to the Prejudice of his family, and contrary to the Laws, Usages, and Customs, of this Opponents and the Proponents Cast this Opponent did to defeat such attempt, represent the several facts herein before set forth to Peter Perring Esquire Monthly Justice for the then Month of July, One thousand Seven hundred and Seventy nine, who thereupon referred the aforesaid Matters to the investigation of the Heads of this Opponents Cast, and this Opponent saith that immediately after the said Matters had been so referred to the Heads of this Opponents Cast, this Opponent was obliged to quit Madras and to go to the North-ward upon prefing business and this Opponent saith that the said

persons

and from his incontinence to this Opponents said Mother, and this Opponent saith that the Woman in the Proponents said first Allegation mentioned to have been the Concubine of this Opponents said Father, and with whom, as knowing her to be such, this Opponent is most Wrongfully Charged to have had a Criminal Conversation, was for some time previous to the difference which broke out between this Opponent, and his said Father the Female Friend and Acquaintance of this Opponent, and who was previous to such difference kept and maintained by this Opponent, as a Woman of easy access without this Opponents having in the least known, or suspected, that this Opponents said Father had or that the said Woman could have been so base as to have Encouraged an Illicit intrigue with this Opponents said Father, if such was really the case, the more so as this Opponents said Father, was then Married to this Opponents said Mother, with whom, and with his family Consisting of this Opponent, and this Opponents younger Brother named Moorooganen this Opponents said Father, then lived and Cohabited- and this Opponent further saith that some time in or about the Month of May, which was in the year of our Lord One thousand Seven Hundred and Seventy nine, this Opponent being then at the Mount, and one Collatore Syah who is a near Relation to the said Proponent and one of the Head Men of this Opponents Cast, called the Tooloova Vellala Cast, knowing this Opponents Father to be a Man of Considerable Fortune and that he had conceived a liking for the said Proponent, and this Opponents father and the said Collatore Syah knowing that this Opponent had kept the said Woman in the said first Allegation mentioned, this Opponents father, and the said Collatore Syah, did lay a Scheme on foot to make a pretext for a Marriage with the said Proponent and this Opponents said father, and to that end to Stigmatize this Opponent, and his said Mother, did

give

give out the Scandalous and false assertions in the said first Allegation contained, of this Opponents having had a Criminal intercourse with the said Concubine, and that this Opponents Mother, had encouraged this Opponent therein, This Opponent further saith, that upon his Return from the Mount to Madras in or about the Month of June, in the said year One thousand Seven hundred and Seventy nine, he did upon being informed of the Scheme which had been so concerted between this Opponents said Father and the said Collatore Iyah and of the injurious Reports which they had so spread respecting this Opponent, enquire for the Woman in the said Allegations mentioned in Order that she should come forward and Confute the false and Scandalous Assertions in the said Allegation set forth respecting this Opponent, his said Father, and the said Woman, but this Opponent saith, that his said Father and the said Collatore Iyah did carefully remove the said Woman from Madras lest Her appearance should lead to a detection of the Falsity of the aforesaid Scandalous Reports which which they had so circulated, and this Opponent saith that finding that his said Father and the said Collatore Iyah persevered in endeavouring to patch up a Marriage between this Opponents said Father and the now Proponent against the application of this Opponents said Mother, to the Prejudice of his family, and contrary to the Laws, Usages, and Customs, of this Opponents and the Proponents Cast this Opponent did to defeat such attempt, represent the several facts herein before set forth to Peter Perring Esquire Monthly Justice for the then Month of July, One thousand Seven hundred and Seventy nine, who thereupon referred the aforesaid Matters to the investigation of the Heads of this Opponents Cast, and this Opponent saith that immediately after the said Matters had been so referred to the Heads of this Opponents Cast, this Opponent was obliged to quit Madras and to go to the Northward upon pressing business and this Opponent saith that the said

persons

Persons of this Opponents Cast to whom the said Matters were so
referred of whom the said Collatore Iyah was one did proceed to a Partial
investigation thereof and in the absence of this Opponent did make their
Award in the Proponents said first allegation mentioned, and bearing
date the Twenty eighth day of July in the said year one Thousand Seven
Hundred and Seventy nine, and this Opponent saith, that upon his
return from the Northward to Madras in or about the Month of
February in the said year One Thousand Seven Hundred and Seventy nine
he this Opponent did to his great surprize, find that the said Arbitrators
had made such their Award in the Premises and this Opponent saith
that upon his seeing the said Award, he was struck with astonish=
ment, at the assertions, and Determinations of the said Arbitrators as there=
in Setforth, which were and are notoriously false, and Contrary to the
usages and Customs of this Opponents Cast And which Award the said
other Arbitrators were influenced and prevailed upon to accede from the
great Sway which the said Collatore Iyah, and this Opponents said
Father, then bore in the Opponents Cast, they being then the two of the
Principal men of the said Cast, and this Opponent saith that the said
Arbitrators would make it appear by their said Award that they Examine
the Witnesses of both Parties whereas this Opponent saith that neither
this Opponent or any Person or any Witness on his behalf Attended the
said Arbitrators and this Opponent saith that the said Arbitrators do
by their said Award, further State, that it appeared to them by Evedence that
this Opponents said Father kept a Concubine as equal to his Wife, Whereas
this Opponent saith that this Opponents said father by having kept a Concu
bine, at a time when he was a Married man, if he actually so kept the said
Woman, must and did thereby Commit a very heinous offence, and could not
have kept a Concubine as equal to his Wife. And this Opponent saith, that
so far from the said Arbitrators having acted in the said Affair as Just me

Conciliation

Conciliating a Family dispute, by amicable measures, the said Arbitrators did by their said Award, endeavour to promote a Quarrel and to Raise up Strifes and variances between this Opponent and his said Father and Mother, and this Opponent saith that the opinion of the said Arbitrators in the said Award setforth, with regard to this Opponents said Father being then at Liberty to marry, is diametrically opposite to the positive Laws and Customs of this Opponents Cast, for this Opponent saith it is an established Law in this Opponents Cast that the Husband cannot in the Life time of his first Wife, having Issue living of her body, take to Wife, a second Woman without the Consent and approbation of the first Wife to that end, first had and obtained. And this Opponent positively saith that his said Mother never did Consent that this Opponents said Father should enter into a Second Marriage. And this Opponent saith that if his said Father had entered into a Second Marriage, the same without such Consent, would be Null and void, this Opponent further saith that the said Arbitrators do not, by their said Award, partial and unjust as it is, pretend to say, or Allege that this Opponents said Father had a right or power to Strip this Opponent of his Birth right and Inheritance, but this Opponent saith that the said Arbitrators do by their said Award determine that whatever should Remain of this Opponents said Fathers property, after deducting thereout a Sum of One thousand Pagodas, for the purposes in the said Award mentioned, should be disposed of agreeable to the Rules and Customs of this Opponents Cast, and this Opponent saith that so averse were the said Arbitrators to do any the least Act of Justice towards this Opponent, in the Premises, that although they must have well known, that by the Rules and Customs of this Opponents Cast, the Property of this Opponents said Father, would Devolve upon this Opponent and upon this Opponents

Brother, the said Moorooganen, as the rightful Heirs of their said Father yet the said Arbitrators are Silent in that Respect, This Opponent further saith, that upon his Return from the Northward, to Madras in the beginning of the year, one Thousand Seven Hundred and Ninety, This Opponent upon his being then informed of the aforesaid Award did Represent the misconduct of his said Father, and of the said Arbitrators, to one Malyunsaukara Valayada Moodeliar now Deceased who was the then head Man of this Opponents and of the Proponents Cast who Declared that he would Summon the Heads of the different Casts, but this Opponent saith that a dispute having then arisen amongst the Members of this Opponents Cast the Matter Remained Suspended until the beginning of the Month of April, which was in the year of our Lord One thousand Seven hundred and Eighty one, when this Opponent, in order to obtain effectual Redress for the grievances which this Opponent, and his said Mother and family, had sustained, by reason of the Misconduct of his said Father towards them and of the wrongfulness of the said Award Did Represent the aforesaid Matters to Morgan Williams Esquire then Monthly Justice for the said Month of April, who after investigating this Opponents Complaint, Referred the aforesaid Matters back to the aforesaid Heads of the Cast, for their Reconsideration and investigation who after a more Mature, and Deliberate Consideration than they had theretofore given, did on or about the Twenty Sixth day of April, which was in the year of our Lord One thousand Seven Hundred and Eighty one, make and Publish their Second Award in the Premises, "Whereby they do for the Causes therein before and in their "Second Award mentioned" Set a side and Annul their said first and "and Determine that this Opponent and his said Mother had Acted right "and that a Sum of Five Thousand Pa-
"pronents said [illegible]

"never been done, and that part of the Interest arising therefrom should
"be appropriated to the Maintenance of this Opponent and of his said
"Mother during the life time of this Opponents said Father, and that
"after his death, his Property should be Enjoyed according to the Custom
"of his Cast." And this Opponent saith, that the said Award, was
afterwards, to Wit, on or about the Twenty eighth day of May in the
said year, One thousand Seven Hundred and Eighty One, approved
of and Confirmed, by the said Morgan Williams Esquire, as by the said
Award and the Paper Writing confirming the same now Remain-
ing of Record in the Choultry Court and as by a true Copy, of an
Attested Copy, of the Translation of the said Award, and also of an attested
Copy of the Confirmation thereof, which is hereunto Annexed for the
Inspection of this Honble Court and which this Opponent prays may
be Received as part of this his Answer Relation being thereunto had will
thereby fully and at large appear. This Opponent further Answering
saith that this Opponents said Father did not Intermarry with
the said Proponent agreeable to the Rites and Ceremonies of this Op.
ponents, or of the Proponents Cast, nor at all to this Opponents know-
ledge, nor was such pretended Marriage Solemnized in the usual
and Regular manner, but this Opponent saith that a Calamity
having happened in this Opponents family, by the Death of one
Iyah Moodeliar, who was the Brother of this Opponents said father,
And this Opponents said Father, and the said Proponent and the
said Colatore Iyah availing themselves of the indifference to other
Matters, which the death of this Opponents said Uncle occasioned
in this Opponents family this Opponents said Father did in the
Night next Succeeding the day on which this Opponents said
Uncle died, leave Madras under the pretence of going to perform

certain Devotions at Trevatore, instead of which, this Opponents said Father as this Opponent hath been informed and verily believes went to Collatore which is distant from Madras about four Miles and Clandestinely Cohabited, during that night with the said Proponent, and the next Morning returned to his said Family, This Opponent saith he admits that his said Father did for some time Cohabit with the said Proponent, but not as man and Wife, And this Opponent saith that his said Father did afterwards reside with his own family, That is to say, with this Opponents Mother, and with this Opponent and his Brother, this Opponent further saith that such Cohabitation and Connection with the Proponent cannot be Deemed or considered as a Marriage, and this Opponent saith that to have effected a good and Valid Marriage between this Opponents said Father and the said Proponent the Consent of this Opponent and of his said Mother thereto should have been first Obtained, and after that had been accomplished, such intended Marriage should have been notified to this Opponents said Fathers family, and relations, and to the Heads of this Opponents Cast, by Serving and distributing Betelle, and Nuts, amongst them respectively previous to the Celebration and Consumation of such Marriage which Ceremonies were all omitted by this Opponents Father, and the said Proponent And this Opponent saith, that without a strict observance of such Ceremonies, no marriage can according to the Laws and Customs, of this Opponents, and of the Proponents Cast, used and approved time immemorial, be deemed or Considered as a good or Valid marriage, And this Opponent positively saith that the said Proponent was never considered or received as being the Wife of this Opponents said Father, and therefore she has never been Admitted to, nor hath she presumed

to Attend, or be Present at the times of performing the Funeral Ceremonies of this Opponents said Father and therefore this Opponent saith that the Proponents first Allegation is altogether groundless and without any Foundation in truth.—

To the Second Allegation this Opponent saith, that for the Causes and Reasons herein before mentioned he denies that his said Father did ever Lawfully Intermarry with the said Proponent but this Opponent saith that his said Father might for any thing this Opponent knows to the Contrary thereof, have been prevailed upon by the said Proponent and her Father to have Signed the Written Instrument in the Proponents Second Allegation mentioned, which Instrument hath hitherto been Concealed and kept Secret but this Opponent positively saith that the Consideration in the said Opponents Second Allegation mentioned to have been the Consideration of the said Written Instrument namely the Marriage of the said Proponent with this Opponents Father did not and could not for the Reasons herein before mentioned take, and this Opponent saith that if such pretended Marriage had been legally Solemnized it would in order to have given the said Agreement Validity, been still necessary according to the Laws and Customs of this Opponents and of the Proponents Cast, to have had such Written Instrument Ratified and Confirmed by this Opponents Mother as the first Wife of the said Deceased, and by this Opponent and his said Brother as the Heirs of this Opponents said Father, without which the said Written Instrument could not and cannot take place or have any effect whatever this Opponent further saith that his said Father having been for the greatest part of his life a Man of loose Morals, and of an extravagant turn, and he having Squandered a Considerable part of the Paternal Fortune of this Opponent and his said Brother this Opponents Uncle named Colatore Saravana Moodeliar did in

Order

Order to Secure the Resideu of this Opponents said Fathers fortune to his Family on or about the Day of June which was in the year of Our Lord One thousand Seven hundred and Seventy five Advise this Opponents said Father to execute a certain agreement which he accordingly did whereby after reciting that he this Opponents said Father had treated this Opponents Mother unkindly and kept up unchaste connections with other Women he did bind himself to Cohabit with his said Family from thence forward, in defaults whereof this Opponents said Father did thereby Agree to deliver over his Estate to his Children who are this Opponent and this Opponents Brother and this Opponent saith that his said Father did afterwards break the Condition of the said Agreement by having abandoned his family as is herein before mentioned Whereby this Opponent saith he is advised and believes and humbly Submits to this Honble Court that the property which his said Father possessed became vested in the said Collatore Saravana Moodeliar by virtue of the said Agreement in trust for this Opponent his Mother and his Brother and that his said Father did by the said Agreement independent of the Laws and Customs of this Opponents Cast devest himself of any further Controul over the said Property and incapacitate himself from Conveying away or Settling any part thereof upon the said Proponent by any Subsequent instrument and thereupon this Opponent saith he is advised and believes and humbly Submits to this Honble Court that the said subsequent Written instrument which the said Proponent now endeavours to establish cannot operate against the said first Agreement so as to deprive this Opponent and his Brother and Mother of the benefit thereof or of the property to which they are entitled in

right

right of this Opponents said Father of which the Property mentioned in the said Written Instrument is part and this Opponent saith that independent of the said Agreement so Executed to this Opponents said Uncle in Trust as aforesaid it is by a Certain Law Book called Monogheyara Sastram which contains a very Material part of the Laws of this Opponents Cast "Ordained" "that the Sons are to Inherit the Fathers Estate and Effects in preference to all "other Persons" And this Opponent saith his said Father did not at the time in the said Agreement mentioned nor at any other time to this Opponents knowledge or belief give to the said Proponent Joys to the Amount of Two thousand Pagodas or to any other Amount whatever but this Opponent saith that his said Father being possessed of Certain Joys to the Amount of Two thousand Pagodas or thereabouts and the said Proponent having by artful means endeavoured to prevail upon this Opponents said Father to dispose of the said Joys his said Father did under such influence send the said Joys to be Sold by Publick Outcry and this Opponent having heard thereof he did prevent such sale by Cautioning all Persons against Purchasing the same and by Sealing up the said Joys and this Opponent saith he Denies that the said Proponent did ever deliver over the said Joys to this Opponents said Father for the purpose of selling them and of applying the Money which might arise from such pretended Sale to her the said Proponents own use for this Opponent saith that the said Proponent did not and could not have ever possessed nor used or Exercised any Act of ownership over the said Joys or over any other part of this Opponents said Fathers Property and this Opponent saith the Reason assigned by the said Proponent for her having prevailed upon this Opponents said Father to endeavour to dispose of the said Joys" namely that she could not wear them after she became a Widow is, "had she ever been Lawfully Married to this Opponents said Father, a vague assertion for this Opponent saith that though she could not in such Case have worn such Joys she might nevertheless have

Sold the same had she been Lawfully entitled thereto, and had no Issue, and this Opponent Saith he admits that neither the sum of Eight Thousand Pagodas or the House or Garden in the said Agreement mentioned was delivered over to the said Proponent but that they nevertheless continued in the possession and enjoyment of this Opponents said Father but this Opponent denies that the Consent or Acquiescence of the said Proponent was necessary thereto for this Opponent Saith she had no Control, or Power, over the same, or over any part thereof This Opponent further Saith that the said Written Instrument is of a most extraordinary Complexion and that the same bears date long Antecedent to the said First Award and many Months previous to the time when the said pretended Marriage is alledged to have taken place and this Opponent Saith he hath enquired and been informed and verily believes that previous to the Execution of the Present Instrument there has been no instance whatever either in this Opponents Cast nor as he believes in any other Cast amongst the Natives, where any Native has Settled so great or any a Sum of Money or Property whatever upon first or Second Wife and therefore the Opponent Saith his said Father must have been greatly imposed upon in having Signed the said Written Instrument And this Opponent Saith that in regard his said Father has left Issue of his First Marriage Lawfully begotten to Wit this Opponent and his said Brother the most that the Widow of this Opponents said Father can be entitled to or Demand according to the Laws and Customs of this Opponents Cast, is food and Raiment And this Opponent Saith he verily believes that it was never understood or imagined by any Person whomsoever, that the said Proponent should Enjoy the Premises in the said Written Instrument mentioned, after the Death of this Opponents Father, to the prejudice of his Children, and Family.

and this Opponent admits that his said Father did sell and dispose of the House and Garden, in the said Written instrument mentioned because He did not look upon the said Instrument to be binding upon him, and this Opponent for the Causes herein before mentioned doth deny that the said Proponent is entitled to the Monies and Property in the said Written Instrument mentioned or to any part thereof and this Opponent saith that if the Proponent had been Lawfully married to this Opponents said Father the most she would have been entitled unto as his Widow, would have been food and Raiment during the Remainder of her days and this Opponent saith, that the Estate and Effects whereof his said Father died possessed did and does notwithstanding the assertion of the said Proponent to the Contrary Amount to considerably more than the Monies in the said Written Instrument mentioned to Wit to the Sum of Twenty thousand Pagodas and upwards and which this Opponent saith he verily believes the Proponent has been well informed of by her Brother in Law named Pelava Seva Chedumbaram Moodelliar who Conducted and Managed the affairs and business of this Opponents said Father and kept his Books and Accounts and this Opponent saith he hath good Cause to believe that the said Proponent hath been investigated and encouraged by the said Pelava Seva Chedumbarum Moodeliar to oppose this Opponents application for Administration to the Estate and Effects of his said Father in as much as the said Pelava Seva Chedumbarum Moodeliar is as this Opponent verily believes apprehensive that this Opponent will in the Event of his obtaining the Administration which he now seeks call him the said Pelava Seva Chedumbarum Moodeliar to an Account for certain parts of his said Fathers Estate and Effects and this Opponent saith it is manifest he is materially

interested

Interested in the Estate of his said Deceased Father and this Opponent saith that the said Proponent hath no right to the Administration thereof in preference to this Opponent and that she is unjustly intermeddling therein.

To the Third Allegation this Opponent saith that the Marriage so uniformly asserted by the said Proponent throughout her Allegations to have taken place between her and this Opponents said Father never was Lawfully Solemnized and this Opponent saith that he did not after such pretended Marriage is said to have taken place or at all acquiesce in the said first Award and that so far from his having Submitted thereto he did object to the said Award in every respect in so much that the said first Award was in Consequence of such objection done away and annulled by the Second Award herein before mentioned and this Opponent admits that his said Father did by a certain Agreement bearing date the tenth day of June which was in the year of our Lord One thousand Seven hundred and Eighty two undertake to pay a Debt of Two hundred and forty one Pagodas and an half which Debt was Contracted by this Opponents for the Sustenance of this Opponent his Mother and Brother at a time when his said Father had Deserted them and this Opponent saith that the Interest of the Sum of Five hundred Pagodas in the said Agreement and fourth Allegation mentioned to have been Deposited in the hands of William Ross Esquire was so Deposited for the purpose of providing some Certain Fund for the Support and Maintenance of this Opponent and of his said Mother and Brother during the life time of this Opponents said Father but this Opponent positively denies that the said Sum of Five hundred Pagodas was so Lodged in the hands of the said William Ross or Received by this Opponent in satisfaction of all or any Claim which this Opponent might have upon his said Fathers Estate after his Decease as alledged by the said

Proponent

Proponent for this Opponent positively saith that the Interest of the said Sum of Five Hundred Pagodas was only meant to be Temporary Provision for the Support and Maintenance of this Opponent and of his Mother and Brother during the life time of this Opponents said Father And this Opponent saith that such was the intent and meaning of this Opponent and of his said Father at the time when the said Agreement was entered into is evident upon the face of the said Agreement for this Opponent saith it is by the said Agreement provided that in case of the death of this Opponents said Father this Opponent should Succeed to his property according to the Rules and Customs of this Opponents Cast which Rules and Customs are herein before particularly Set forth and mentioned and this Opponent saith that it was never understood or even suggested save by the said Proponents said Fourth Allegation, that the said Five Hundred Pagodas was to go or be in lieu or bar of the fortune and Inheritance to which this Opponent, and his said Brother were and are entitled to Succeed on the death of their said Father, as his Lawful Heirs, and as such are entitled to the Administration of this Opponents said Fathers Estate, in preference to any other Person whomsoever. —

To the Fourth Allegation This Opponent saith he is advised and believes that the Act of Parliament in the said Allegation alluded to only extends to the Subjects of Great Britain being Natives thereof and not to Indian Natives whose Descent and Inheritance are Governed by certain Local Laws and Customs hereinbefore Set forth and this Opponent positively saith that on the day on which his said Father died he called this Opponent to his Bedside and in the Presence of Reputable Persons desired this Opponent to take care of this Opponents said Mother and Brother and to take profession of all his said Fathers property and Effects for that no Person other than this Opponent and his said

Brother

Brother had any right thereto And this Opponent further saith that the Proponent who is the pretended Second Widow of the Deceased has no right to the administration of this Opponents said Fathers property which she now seeks to obtain, in preference to this Opponent, and to his Mother and Brother, who are all living together and form the only Family of the said Deceased and who (so far as in them lay) have authorized and empowered this Opponent to make his present application to this Honble Court for Administration to the said Deceased, and which will more fully appear by a Power of Attorney by them granted to this Opponent and by an Affidavit of the due Execution thereof both of which are hereunto Annexed for the inspection of this Honble Court.—

From all which Matters and after proof being given thereof, so far as can be, this Opponent humbly trusts this Honble Court will be pleased to Consider the right of this Opponent to Administer to the Estate and Effects of his said Father the said Chintadry Pelta Arnachella Moodeliar in preference to that of the Proponent and that this Honble Court will be pleased to Order that Letters of Administration to the Estate and Effects of the said Chintadry Petty Arnachella Moodeliar do issue forth of this Honble Court in favor of this Opponent as the Eldest Son heir and Legal Representative of the said Intestate, And that the Proponent may pay all Costs of this Suit.—

A true Translation as near as can be from the Malabar Language
Ranganaudom
Interpreter

J. Popham.
John White
Proctors for the Opponent

N.o 509 Translation of an Award Addressed to the Worshipful Morgan Williams Esquire made by Narrayapah Moodelly Palamala Moodelly &c.a of Toolasa Villala Cast at Chintaudrepettay dated the 26.th of April 1781.—

Whereas a Dispute arose between Arrachellum, and Valoy-edam, and they Complained to your Worship who was pleased to refer them to us their Cast People for our Determination accordingly upon our Examining an Award Directed to Peter Perring Esquire given in favor of Servanah and the same Dispute also an Agreement given in favor of Saravanah and a Minute sent by your Worship it appears to us that the said Arrachellum did not Comply with the former Award, and the Agreement given to Saravanah, which is now laid before us, the said former Award was Confirmed by Peter Perring Esquire on the absence of Valoyedam, therefore there is room to make out another Award, previous to the said former Award, it appeared To Us by Examining Witnesses that the said Valoyedam had Criminal Conversation with his Father Arrachellums Concubine, Therefore We have determined that Valoyedah is not fit to go before his Fathers face, now Valoyedam gives in Writing that he had kept his Fathers Concubine before she come to his father Arrachellum, and also produced a Witness to the same Effect, who mentioned in his Declaration as follows Viz.t Velloyedam carried him the said Witness to a Womans House at Trevelleyeswarapooram three different times, when he asked Velloyedam who she was Velloyedam Answered that he hired her as a Concubine for 5 Months after he asked Velloyedam what was become of the said Woman he replied she is a Shameless Woman therefore I quitted her, some time after he went to Velloyedams House at Chintaudrepettah and found her by the Inside Door, when he asked Velloyedam how she came there,

Velloyedam

Velloyedam gave me no Answer, and he the said Witness Swears to the Truth of the aforesaid Declaration, Wherefore there are some Doubts, and it is necessary for us to Examine the said Woman, We enquired after her, but We could not find her as she had left the place on Account of the Present Disterbances, without We enquire for her We cannot inflict the punishment according to the Rules of the Cast for the Crime she had done, after she shall come and proved the Matter to us then the Punishment shall be inflicted and She shall be punished accordingly.

Without complying with the late Award he Married a Second Wife and does not act agreable to the late Award towards the Defendant, and also the Agreement, We found that his Wife and Son were in the right Cause and as follows should be done for the future.

That it appears to us, that the Sum of 5000 Pagodas should be taken from Arrachellum and Deposited in the Hands of a Soucar and a part of the Interest arising therefrom should be allotted to maintain his Wife and Son, they should live in the same House where they are at present and after the Death of the said Arrachellum it should be done agreable to the Rules and Customs of our Cast and We hope it will meet with your Worships approbation to draw an Agreement from the said Saravanan

/Signed/ Narraneajah
The Mark of Calamala
Dr. Moodaly Mooleajah
Catchajen
Chinnavan
Pariatomby
Signed Iyah
Valoyedam
Pallayah
Erroolajah

For St. George
28th. May 1781.-

A True Translation as near as can be from the Original
Davy Reiguen

Ninajah not Present-
Sealum gone to Camp

Registered in Fort St. George this 22d. Day of August 1781.
Jr. William Ross Regr.

Approved
M.n Williams Justice

A True Copy
S. Popham
John White-

A True Copy
William Ross
Proctors for the Opponent

Regt

N.° 510.— I do approve and confirm the Award given by the Cast People, relative to the differences Between Chintaudrepettay Arnachellum and his Son Valoydan for the following Reasons- Viz.ª

1st Because Arnachellum did not Comply with the former Award by paying the Monthly Allowance of three Pagodas for the Maintainance of his Wife Davanah and her younger Son Moorooguan.—

2.dly Because it did not appear in the course of Examination that Arnachellum had made it Known either to Davanah or to the Cast People that he had Deposited in the hands of a Soucar the Sum of One Thousand Pagodas as an Estate for the said Davanah and her Son for the Amount of which a Bond was to have been given by the Soucar to Arnachellum and his Son Moorugan.—

3.dly Because the former Award was partial and in some Degree unjust from many evident Circumstances such as the Cast People permitting Arnachellum to marry a Second Wife without the Concurrence or Consent of the first, Contrary- According to their own Confession to the known Rules of the Cast and their not giving decisive opinion whether the Sentence they had pronounced against Valoydan, that he was not fit to go before his father's face precluded him from a Maintainance- or deprived him of his right to the Estate of Arnachellum at his Decease either in whole or in part and also their not passing any Censure whatever on Arnachellum for publicly owning or Confessing that he had intertained a prostitute in his House as a Concubine equal to his Wife, altho' an heinous offence among all the Casts.—

4.th Because it appeared to the Cast people that the Agreement entered into by Arnachellum with Sarvanah Moodelliar was not extorted from him but on the Contrary drawn out by his own free will and Consent, therefore their Decreeing that the Sum of five Thousand Pagodas should be taken from the former for the purpose of Maintaining his Wife

and

and Son was more an Act of Humanity than of strict Justice, as Arnachellum by not performing the Articles of Agreement forfeited his whole Estate to them.—

5.thly Because as there is Reason to apprehend from the inforgiving Temper of Arnachellum that he would make away with his Whole Estate to the prejudice of his Wife and Children it appears the more necessary the above mentioned Sum of five Thousand Pagodas should be Secured to them to prevent their living in misery and Indigence after his Decease.—

6.thly Because Arnachellums Agreement with Sewanah Moodeliar was not laid before the Cast People for their Examination at their first Meeting it certainly was proper the Old Award should be reconsidered and a New one given particularly as he had not Complyed with the Terms of the first.—

Lastly therefore for the above Reasons and for Arnachellum Marrying a Second Wife without complying with the former Award, I do entirely approve of the new Award in all its parts especially as the Cast People have Sworn to the Justice of it in my presence.—

Fort St. George 28th May 1781.—

Morgan Williams
Justice

Registered in
Fort St. George
this 12th day of Novemr 1781.

J. William Ross
Regr

A true Copy

William Ross
Regr

A true Copy

L. Lorham
John White
Proctors for the Opponent

Translation of a Power Dated 25th March 1795.—

I Deyvaany Ammy Elder Wife or Widow of Chintaudry Pettay Arrachella Moodeliar Deceased and my Second Son Moorugapen both of us do jointly give this Power to Chintaudry pully Valapan that is to say.—

As Chintaudry pettay Arrachella Moodeliar hath departed this life and you as Eldest Son being Consistant with the Rules and Customs observed in our Cast are entitled to take out Letters of administration to the said Estate and secure every Estate you are to pay off the Debts due to the People if any by the said Arrachella Moodeliar and We further Consent that you are to have the Direction and management of all Braniches of Busines, you are to maintain the family of the Deceased Conformably to the Custom of our Cast— and We both give our Consent that you should as Superior obtain Letters of Administration to the Estate of the said Chintaudry pettay Arrachela Moodeliar.—

Witnesses Signed

Vausoodavan

Nallatomby

Marked

Deyvaany Ammall

/Signed/ Moorugapan

A true Translation as near as can be from the Malabar Language.—

A true Copy

Ranganaudom

Interpr.

L. Popham

John White } Proctors for the Opponent

983

Translation of an Agreement Dated 20th Auny of the year Alammada or 30th June 1775.—

That I Arnachelam Son of Connore Audeyapah Moodeliar Do give this Agreement to Colatore Saravana Moodeliar.—

That in consequence of my treating my Wife roughly and dwelling in the place where I ought not up to this time you have advised me as you had right which I have Consented to and do hereby agree to live with Strict union with my Wife and Children in family for the future by leaving the disagreeable behaviour or Conduct and in default thereof I do hereby further Agree to Deliver my Estate to my Children and suffer such punishment which the Cast People should inflict on me and be deemed myself Culprit Thus I voluntarily and Sincerely / Witnessing the God which I am devoted to / do give this Agreement Witnesses Pooveroondavally Soobramonya Moodeliar and Amarambadoo Tyapa Modeliar by their knowledge this was Drawn by Chinnamcoopam Sadasevan.—

Witnesses Signed
Poovye Soobramonyan
Tyappoo

/Signed/
Ee. Arnauchelam

A true Translation as near as can be from the Malabar Language
Ranganaudom
Interpr.

A true Copy
Lopham
John White
Proctors for the Opponent

Interrogatories to be Administered to such Witnesses as shall be produced Sworn and Examined in a Certain Cause now depending and at issue Before the Kings Ordinary in the Honble the Mayors Court at Madraspatnam wherein Davany Ummah Widow of Chintadry pellah Arnachella Moodeliar Deceased is Proponent and Chintadry pellah Vellapah is Opponent To the Estate of Chintadry pellah Arnachella Moodeliar Deceased.

On the part and Behalf of the above named Proponent

To all the Witnesses 1st Do you or do you not know the Parties Proponent and Opponent in the Title of these Interrogatories named If yea how long have you so known them or either and which of them Distinctly

- Narranapah Moodeliar,
- Nellanah Moodeliar,
- Mooteyapah Moodeliar,
- Soroolore Iyer,
- Narraina Iyer,
- Vencatachella Iyer.

2d Did you or did you not attend and were you or were you not present when the Proponent in the Title of these Interrogatories named was Married with Chintadry pellah Arnachellum Moodeliar Deceased If yea when where and how was the said Marriage Celebrated was it conformable to the Rules and Customs of your Cast or how otherwise Declare.

3d Was the said Marriage or was it not Solemnized in a Public manner and were or were not the family and Relations of Arnachellum Moodeliar Deceased perfectly well acquainted therewith.

Last Interrogatory Do you know or have you heard or can you set forth any thing touching the Matters in question in this Cause that may tend to the Benefit and Advantage of the Proponents in the Title of these Interrogatories named If yea set forth the same as you know have heard and do believe together with the Reasons for such your belief

Belief as fully truly and effectually as if you had been thereunto especially Interrogated.

P. Walker

P. Duart Hall

Jn.o Hamilton

Procrs for Propt.

Before the Kings Ordinary Mayors Court at Madraspatnam. —

In the Matter wherein Davany Ummah is Proponent. and — Chiendatry Pettah Vellapah is — Opponent to the Estate and Effects of Chiendatry Pettah Arnachelum Deceased

On the Part and Behalf of the Proponent. —

Depositions of Witnesses taken in this Matter by and before the Register of the said Court as follows. —

Narranapah Moodeliar Husbandman of Colatore Inhabitant aged Fifty years or thereabouts being on this Sixth Day of October in the year of our Lord One thousand Seven hundred and Ninety One produced as a Witness on the part and behalf of the Proponent notice of whose Examination having been this day given to Messrs. Stephen Popham and John White Proctors for the Opponent being duly Examined Deposes as follows. —

1st. To the First Interrogatory this Deponent saith he knows the Proponent Davany Ummah and has so known her these Twenty years or thereabouts — He also knows Chiendatry pettah Vellapah the Opponent and has so known him about the same time and more He saith not to this Interrogatory. —

2nd. To the Second Interrogatories this Deponent saith he did attend and was present at the time the Marriage took place between the Proponent Davany Ummah and Chiendatry Pettah Arnachellum

Moodeliar

Moodeliar since Deceased which was about thirteen years ago at Colatore in the House of Mootoocomarapah Moodeliar the Proponents father, and further saith the said Marriage was Celebrated according to the Rules and Customs observed among this Deponents Cast and more he saith not to this Interrogatory. —

3rd To the Third Interrogatory this Deponent saith the said Marriage was Solemnized in a Public manner but does not know if it was with the Knowledge of the family and Relations of Arnachellum Moodeliar Deceased and more he saith not to this or the Last Interrogatory. —

6th October 1795. —

Narrainpah Moodeliar was this Day Sworn before me Josias DuPré Porcher Esqr. Mayor in the Presence of me G. Taylor Regr. the Contents hereof having been previously explained to the Deponent by the Court Interpreter. —

G Taylor
Regr.

Jos. DuPré Porcher
Mayor

Before the Kings Ordinary Mayors Court at Madraspatnam. —

In the Matter wherein Davary Unnmah is Proponent and Chintadry Pettah Vellapah is Opponent to the Estate and Effects of Chintadry Pettah Arnachellum Moodelyar Deceased.

On the Part and Behalf of the Proponent.

Depositions of Witnesses taken in this Matter by and before the Register of the said Court as follows. —

Chinnanah Moodelliar Husbandman of Colatore Inhabitant aged

aged Fifty five years or thereabouts being on this third day of October in the year of our Lord One thousand Seven hundred and Ninety one produced as a Witness on the Part and Behalf of the Proponent notice of whose Examination having been this day given to Messrs. Stephen Popham and John White Proctors for the Opponent being duly Examined Deposes as follows —

1st ... To the first Interrogatory this Deponent saith he knows Davany Ummah the Proponent and has so known her these Twenty five years or thereabouts. This Deponent also knows Chintadry Pettah Vellapah the Opponent and has so known him these fifteen years or thereabouts and more he saith not to this Interrogatory. —

2nd ... To the Second Interrogatory this Deponent saith he did attend and was present at the Marriage of the Proponent Davany Ummah with Chintadry Pettah Arnachellum Moodelliar Deceased about Thirteen years ago at Colatore, and further saith such Marriage was Celebrated conformable to the Rules and Customs of this Deponents Cast and more he saith not to this Interrogatory. —

3rd ... To the Third Interrogatory this Deponent saith the above Marriage was Solemnized in a public manner, but knows not if the family and Relations of the said Arnachellum Moodelliar were well acquainted therewith and more this Deponent saith not to this or the last Interrogatory. —

6th October 1791. தினனனன (புலி)

Chinnanah Moodelly was this day Sworn before me Josias DuPré Porcher Esqre Mayor in the Presence of me G. Taylor Regr. the Contents hereof having been previously explained to the Deponent by the Court Interpreter. —

G. Taylor
Regr.

Jos. DuPré Porcher
Mayor.

Before the Kings Ordinary Mayors Court at Madraspatnam

In the Matter wherein Davany Unnmah is Proponent and Chintadry Pettah Vellapah is Opponent to the Estate and Effects of Chintadry Pettah Arnachellum Moodeliar Deceased.

On the Part and Behalf of the Proponent

Depositions of Witnesses taken in this Matter by and before the Register of the said Court as follows.

Nellanah Moodelliar Husbandman of Colatore Inhabitant aged Sixty years or thereabouts being on this Third Day of October in the year of our Lord One thousand Seven hundred and Ninety one produced as a Witness on the Part and Behalf of the Proponent notice of whose Examination having been this day given to Messrs. Stephen Popham and John White Proctors for the Opponent being duly Examined Deposes as follows.

1st To the First Interrogatory this Deponent saith he knows Davany Unnmah the Proponent and has so known her these Twenty years or thereabouts. He also knows Chintadry Pettah Vellapah the Opponent and has known him these Ten years or thereabouts and more he saith not to this Interrogatory

2nd To the Second Interrogatory this Deponent saith he did attend and was present when the Proponent Davany Unnmah was Married to Chintadry Pettah Arnachellum Moodelliar Deceased about Twelve or thirteen years ago at Colatore, and saith the marriage was performed agreeably to the Customs observed among this Deponents Cast and more he saith not to this Interrogatory.

3rd To the Third Interrogatory this Deponent saith the said marriage was Solemnized in a Public manner but does not know if the

family

Family or Relations of the said Arnachellum Moodelliar were ac-
quainted therewith and more this Deponent saith not to this or
the last Interrogatory. —

The Mark of † Nellanah Moodeliar

6th October 1791. —

Nellanah Moodeliar was this day Sworn Before me Josias DuPré
Porcher Esqre Mayor in the Presence of me G Taylor Register the Contents hereof
having been previously Explained to the Deponent by the Court Interpreter

G Taylor
Regr

Jos. DuPré Porcher
Mayor

Before the Kings Ordinary
Mayors Court at Madraspatnam —

In the Matter wherein Davany
Ummah is Proponent and
Chintadry pettah Vellapah is Opponent
to the Estate and Effects of Chintadry
pettah Arnachellum Deceased
On the Part and Behalf of the Proponent. —

Depositions of Witnesses taken in this Matter by and before the
Register of the said Court as follows. —

Mookyapah Moodelliar Husbandman of Colatore Inhabitant aged
Seventy years or thereabouts being on this Sixth day of October in the year of our Lord
One Thousand Seven Hundred and Ninety one produced as a Witness on the part and
behalf of the Proponent notice of whose Examination having been this day given to
Messrs Stephen Popham and John White Proctors for the Opponent being duly
Examined Deposes as follows. —

1st ... To the First Interrogatory this Deponent saith he knows
Davany Ummah the Proponent and has so known her about
Twenty years. This Deponent also knows Chintadry Pettah
Vellapah the Opponent and has so known him about the same
number of years and more he saith not to this Interrogatory. —

2nd

2nd " ... To the Second Interrogatory this Deponent saith he was present when the Proponent Davany Ummah was Married to Chindatry Pultah Arnachellum Moodeliar Deceased does not Recollect the time but saith it was Celebrated at Colatore according to the Rules and Customs of this Deponents Cast. and more he saith not to this Interrogatory. —

3rd " ... To the Third Interrogatory this Deponent saith the above Marriage was Solemnized in a Public manner but does not know if the Family and Relations of Arnachellum Moodeliar Deceased were acquainted therewith and more this Deponent saith not to this or the last Interrogatory. —

The Mark + of Mooteyaprah Moodeliar

6th October 1791. —

Mooteyaprah Moodeliar was this day Repeated before me Josias DuBré Porcher Esqre Mayor in the Presence of me G Taylor Register the Contents hereof Having been previously explained to the Deponent by the Court Interpreter —

G Taylor
Regr.

Jos. duBre Porcher
Mayor

Before the Kings Ordinary Mayors Court at Madraspatnam

In the Matter wherein Davany Ummah is Proponent and Chindatry Pultah Vellapah is Opponent to the Estate and Effects of Chindatry Pultah Arnachellum Deceased On the Part and Behalf of the Proponent —

Depositions of Witnesses taken in this Matter by and before the Register of the said Court as follows. —

Teroolore Iyer Deputy Church Warden of Colatore Inhabitant aged thirty eight years or thereabouts being on this Sixth day of October in the year of our Lord One Thousand Seven Hundred and Ninety One produced as a Witness on the part and behalf

Behalf of the Proponent notice of whose Examination having been this day sent to Messrs Stephen Popham and John White Proctors for the Opponent being duly Examined Deposes as follows. —

1st ..... To the First Interrogatory this Deponent saith he knows — Davany Unnmah the Proponent and has so known her these — Twenty years or thereabouts but does not know Chindatry pullah Vellapah the Opponent and more he saith not to this Interrogatory. —

2nd ..... To the Second Interrogatory this Deponent saith he was present when Davany Unnmah the Proponent in this Matter was married to Chindatry pullah Arnachellum Moodelliar Deceased about thirteen years ago at Colatore, and saith the Marriage was celebrated agreeable to the Customs of the Proponents and Opponents Cast and more he saith not to this Interrogatory. —

3rd ..... To the Third Interrogatory this Deponent saith the above — Marriage was Solemnized in a Public manner, but cannot say whether it was or not known to the family and Relations of Chindatry pullah Arnachellum Moodelliar Deceased and — more he saith not to this or the last Interrogatory. —

6th October 1791.

Seroolore Iyer was this Day Repeated before me Josias DuPré Porcher Esquire Mayor in the Presence of me G Taylor Register the Contents hereof having been previously explained to the Deponent by the Court Interpreter. —

G Taylor
Regr

Josias DuPré Porcher
Mayor

1007

Before the Kings Ordinary Mayors Court at Madraspatnam

In the Matter wherein Davary Unnmah is Proponent and Chindatry Bettah Vellapah is Opponent to the Estate and Effects of Chindatry Jettah Arrachellum Deceased.

On the Part and Behalf of the Proponent

Depositions of Witnesses taken in this Matter by and before the Register of the said Court as follows.

Narraina Iyer Church Singer of Colatore Inhabitant aged Fifty five years or thereabouts being on this Sixth day of October in the year of Our Lord One thousand Seven hundred and Ninety one produced as a Witness on the part and behalf of the Proponent notice of whose Examination having been this day given to Messrs Stephen Popham and John White Proctors for the Opponent being duly Examined Deposes as follows.

1st ..... To the First Interrogatory this Deponent saith he knows the Proponent Davary Unnmah and has so known her about Fifteen years - He also knows Chindatry Bettah Vellapah the Opponent and has so known him about Fifteen or Sixteen years and more he saith not to this Interrogatory.

2nd ..... To the Second Interrogatory this Deponent saith he was present at the Marriage of the Proponent Davary Unnmah with Chindatry Jettah Arrachellum Moodeliar Deceased which took place about thirteen years ago at Colatore, and was celebrated according to the Rules and Customs of the Proponents and Opponents Cast and more he saith not to this Interrogatory.

3rd ..... To the Third Interrogatory this Deponent saith the said Marriage was Solemnized in a public manner but saith he does not know whether or not the family and Relations of Arrachellum Moodeliar

were

were acquainted therewith and more he saith not to this or the last Interrogatory.—

6th October 1791.

Savraina Iyer was this Day repeated before me Josias DuPré Porcher Esqr. Mayor in the presence of me G Taylor Register the Contents hereof having been previously explained to the Deponent by the Court Interpretor.—

G Taylor
Regr.

Jos. DuPré Porcher
Mayor

Before the King's Ordinary Mayor's Court at Madraspatnam

In the Matter wherein Davany Ummah is Proponent and Chindatry Pullah Vellapah is Opponent to the Estate and Effects of Chindatry Pellah Arnachellum Moodelliar Deceased.

On the part and Behalf of the Proponent.

Depositions of Witnesses taken in this Matter by and before the Register of the said Court as follows.

Vencatachella Iyer Calendar Bramany of Conoor Inhabitant aged Thirty five years or thereabouts being on this Fourteenth day of October in the year of our Lord One thousand Seven hundred and Ninety one produced as a Witness on the part and behalf of the Proponent notice of whose Examination having been this day given to Messrs. Stephen Lopham and John White Proctors for the Opponent being duly Examined Deposes as follows.—

1st ..... To the First Interrogatory this Deponent saith, he knows the Proponent Davany Ummah and has so known her about Fifteen years. He also knows Chindatry Pellah Vellapah the Opponent and has so known him about Twenty years and more he saith not to this Interrogatory.

2nd ..... To the Second Interrogatory this Deponent saith he did not attend nor was he present when the Proponent Davany Ummah was

Married

Married to Chindatry Pellah Arnachellum Moodelliar, but saith that about thirteen years ago She went in the Evening to Collatoor the Place where the said Marriage was Celebrated this Deponent saith She has heard the said Marriage was performed according to the Custom of the Proponents and Opponents Cast and more She saith not to this Interrogatory.—

3rd ..... To the Third Interrogatory this Deponent saith She has heard the above Marriage was Solemnized in a Public manner, but saith she does not know if the family and Relations of Arnachellum Moodelliar were acquainted therewith and more She saith not to this or the last Interrogatory.

13th October 1791.—

Vencatachella Iyer was this day Repeated before me Josias DuPre Porcher Esqr. Mayor in the Presence of me George Taylor Register the Contents thereof having been previously explained to him by the Court Interpreter.—

G. Taylor
Regr.

Josias DuPre Porcher
Mayor

Names of Witnesses
Coneapah Natchiapah Moodeliar,
Covoor Perryiah Moodeliar,
Sunvoil Mooliah Moodeliar,
Collatoor Chidembram
Moodelliar, Moodellel
Moothuyapen, Namapen
Moodelly, Mooto Cooby,
Seroovembala Moodeliar
Shroff, Vencatachella
Chitty, Coothumbauthum
Arnachellum Moodeliar,
Vauroodevaw, Nella Tomby,
and Pooverindavelly
Soobramana Moodelliar.

Interrogatories to be Administered to such Witnesses as shall be produced Sworn and Examined in a certain Matter now depending and at Issue Before the Kings Ordinary in the Honble the Mayors Court at Madras patnam wherein Davany Ummah of Madras Inhabitant is Proponent who by the said Allegation is Stiled Davany Ummah Widow of Chintadry Pellah Arnachellum Moodelliar of Madras Inhabitant Deceased and Chindatry Pellah Vellapah of Madras Dubash is Opponent to the Estate and Effects

of

of the said Chintadry Pillah Arrach-
ellum Moodelliar -

On the Part of the Opponent -

To all the Witnesses - First - Do you know the Parties Proponent and Opponent in the Title of these Interrogatories named or either and which of them - If yea how long have you so known them or either and which of them, Declare -

To Coreapah Natchapah Moodelliar, Covoor Perrypah Moodelliar, Arenvoil Mootiah Moodelliar and Collabor Cheedembram Moodelliar and to Shrepurempdoor Moodoo Modaliyar -

Second - To what Cast do you belong, are you or are not the Principals of Thuloovalaula Cast and are or are not the Proponent and Opponent in the Title of these Interrogatories named of your Cast - Did You know Chindatry Pillah Arrachellum Moodeliar late of Madras Deceased In the Title of these Interroga-tories named, If yea of what Cast was he - Is it or is not the Duty of the Principals of the Cast to which you belong to know any Material Circumstances such as Marriages or Deaths that happen in your Cast - was it or was it not Rumoured about Eleven or Twelve years since that the said Chindatry Pillah Arrachellum Moodelliar was married to the Proponent If yea - was the said Marriage performed according to the Rites and Custom of your Cast - Is it or is it not the usual Rules and Duty in your Cast when any Person intends to be Married to Signify the same by distributing Betle and Nuts among the Cast People and the Friends and Relations of the Parties, If yea, was that Rule or duty observed with the said Chindatry Pillah Arrachellum Moodelliar and the Proponent - when a Man has a first Wife living and Children of that Marriage can he Marry a Second Wife - without the previous knowledge and Consent of his first Wife and Children - did the said Chindatry Pillah Arrachellum Moodelliar

obtain

To Mootoo and Cooty } Ninth – Did you or did you not Serve Chindatry puttah Arnachellum Moodelliar about Eleven or Twelve years ago as his Palanquin bearers. If yea, did you or did you not go with the said Chindatry puttah Arnachellum Moodeliar to Collastore, If yea how soon was it after the day on which the Brother of the said Chindatry puttah Arnachellum Moodeliar died and what notice did he give to his Palanquin Boys and the People in his House before he left the house and what did he do after he left the house and where did he go and when did he Return to his House.

To Seroovem-bala Moodeliar Shroff, Venca-tachella Chitty and Coottum-bauhum Arnachelum Moodeliar } Tenth – Were you or were you not with Chindatry Puttah Arnachellum Moodeliar on the day of his Death, If yea did he or did he not before he expired or when else order his People to send for his Son the now Opponent and did or did not the Opponent go to his Father, If yea what did his father tell or recommend to the Opponent to be done or performed after his Death relate the Conversation which passed at the time between the said Chindatry Puttah Arnachellum Moodeliar and the Opponent according to the best of your knowledge and remembrance.

To Vausoodevaw and Sellatomby. } Eleventh – Look at the Paper writing now produced and Shewn to you at this the time of your Examination marked with the Letter A purporting to be a Power of Attorney from Deyvanny Ammy and Moorgapen to the Opponent were you or were you not present and did you not see the said Moorgapen Sign the said Paper Writing and did you or did you not also see the said Deyvanny Ammy put her mark thereto was or was not the said Paper Writing read and explained to her previous to her having put her Mark to the same and did you or did you not Subscribe your Names as Witnesses to the Execution of the

said Paper Writing.—

To Pooverinda-
vully Soobrama-
ina Moodeliar

Twelfth— Look at the Paper Writing now produced and Shewn to you at this the time of your Examination Marked D purporting to be an Agreement from Chundatry Pettah Arnachellum Moodeliar Son of Connoor Authyaiah Moodelliar to Coolatoor Sarvana Moodeliar were you or were you not present and did you or did you not see the said Chundatry Pettah Arnachellum Moodelliar Subscribe his name to the said Agreement Is or is not the Signature thereto the proper hand Writing of the said Chundatry Pettah Arnachelum Moodelliar and did you or did you not Subscribe your name thereto as one of the Witness to the Execution of the said Paper Writing and is or is not Iyaiah the other Subscribing Witness dead— If yea when did he die.—

To all the
Witnesses—

Thirteenth— Do you know of any other Matter or thing or have you heard or can you Set forth any thing touching the matter in Question in this Cause that may tend to the benefit and advantage of the Opponent If yea— Declare the same as you know have been informed or do believe together with the Reasons of such your belief as fully as if you had been thereunto particularly Interrogated.

Lopham
John White
Proctors for Opponent

1015

Translation of a Power Dated 21st March 1791.—

I Deyvaaniyammy Elder Wife or Widow of Chindautty Pellay Arnachella Moodeliar Deceased & my Second Son Moorue- gapen both of us do jointly give this Power to Chindautty pellay Vellapan that is to say.—

As Chindautty pellay Arnachellamoodeliar hath— departed this life & you as Eldest Son being consistant with the Rules & Customs observed in our Cast are entitled to take out Letters of Administra- tion to the said Estate and Secure every Estate — you are to pay off the Debts due to the People if any by the said Arnachellamoodeliar, and We further consent that you are to have the direction and manage- ment of all branches of Business you are to Maintain the Family of the Deceased conformably to the Custom of our Cast — and We both give our consent that you should as Superior obtain Letters of administration to the Estate of the said Chindautty pellay — Arnachellamoodeliar. —

Witnesses Signed
Vausoodavau
Nellatomby

Marked
Deyvaany Ammall
Signed Moorugapan

A True Translation as near as can be from the Malabar Language—
Ranganaudom
Interpreter

Before the Kings Ordinary, Between Davany Ummah Proponent and Chindatty Pellah Vellapah Opponent. —

Exhibit A on the Part of the Opponent. —

Lopham
John White
Proctors for Opponent

Translation of a Power Dated 21st March 1791.—

I Deyvaunyarrumy Elder Wife or Widow of Chindautry Pellay Arnachella Moodeliar Deceased & my Second Son Moorue-pellay Arnachella Moodeliar Deceased & my Second Son Moorue-gapen both of us do jointly give this Power to Chindautry pellay Vellapar gapen both of us do jointly give this Power to Chindautry pellay Vellapar that is to say.—

As Chindautry pellay Arnachellamoodeliar hath— departed this life & you as Eldest Son being consistant with the Rules & Customs observed in our Cast are entitled to take out Letters of Administration to the said Estate and Secure every Estate — you are to pray off the Debts due to the People if any by the said Arnachellamoodeliar, and We further consent that you are to have the direction and management of all branches of Busingh you are to Maintain the Family of the Deceased conformably to the Custom of our Cast — and We both give our consent that you should as Superior obtain Letters of Administration to the Estate of the said Chindautry pellay — Arnachellamoodeliar. —

Witnesses Signed
Sausoodavan
Nellatomby

Marked
Deyvaunny Ammall
Signed Moorugapan

A True Translation as near as can be from the Malabar Language—
Ranganaudom
Interpreter

Before the King's Ordinary, Between Davany Ummah Proponent and Chindatry Pellah Vellapah Opponent. —
Exhibit A on the Part of the Opponent. —

Popham
John White
Proctors for Opponent

N.o 510

I do approve and Confirm the Award given by the Cast People, relative to the differences Between Chintauore pettay Arrachellum and his Son Valoyedan for the following Reasons. Viz.t

1.st Because Arrachellum did not Comply with the former Award by paying the 9 Monthly allowance of three Pagodas for the Maintainance of his Wife Davanah and her younger Son Moorooyan.

2.dly Because it did not appear in the course of Examination that Arrachellum had made it known either to Davanah or to the Cast People that he had deposited in the hands of a Soucar the Sum of one thousand Pagodas as an Estate for the said Davanah and her Son for the Amount of which a Bond was to have been given by the Soucar to Arrachellum and his Son Mooregan.

3.dly Because the former Award was Partial and in some Degree unjust from many evident circumstances such as the Cast People forbiding Arrachellum to Marry a Second Wife without the concurrence or consent of the first contrary, according to their own confession to the known Rules of the Cast, and their not giving a Decisive opinion whether the Sentence they had pronounced against Valoyedam, that he was not fit to go before his father's face precluded him from a Maintainance, or deprived him of his right to the Estate of Arrachellum at his Decease either in whole or in part, and also their not passing any Censure whatever on Arrachelum for publicly owning or confessing that he had entertained a Prostitute in his house as a Concubine equal to his Wife, altho' an heinous offence among all the Casts.

4.thly Because it appeared to the Cast People that the Agreement entered into by Arrachellum with Servanah Moodelliyar was

not

not extorted from him, but on the contrary drawn out by his own free will and consent, therefore their Decreeing that the Sum of five Thousand Pagodas should be taken from the former for the purpose of Maintaining his Wife and Son was more an Act of humanity than of Strict Justice, as Arnachellum by not performing the Articles of Agreement for= fieted his whole Estate to them —

5th Because as there is Reason to apprehend from the unforgiving temper of Arnachellum that he would Waste away prejudice of his Wife and Children it appears the more necessary the above mentioned Sum of five Thousand Pagodas should be Secured to them to prevent their living in Misery and Indegence after his Decease. —

6th Because Arnachellums Agreement with Servanah Moodeliar was not laid before the Cast People for their Examination at their first Meeting it certainly was proper the old Award should be Reconsidered and a new one given particularly as he had not Com= plyed with the Terms of the first. —

Lastly. Therefore for the above Reasons and for Arnachellum marrying a Second Wife without complying with the former Award, I do entirely approve of the New Award in all its parts especially as the Cast People have Sworn to the Justice of it in my presence. —

Fort St. George 28th May 1785. —

Morgan Williams
Justice

Registered in Fort St. George
this 12th day of Novemr 1785. —

P. William Ross
Regr

A true Copy
William Ross
Regr

Before

1019

Before the Kings Ordinary, Between Davary Unnnah Proponent and Chindatty Pettah Vellapah Opponent — Exhibit B, on the Part of the Opponent. —

S. Popham
John White
Proctors for Opponent

N.o 509 Translation of an Award Addressed to the Worshipfull — Morgan Williams Esq.r made by Narrayapah Moodelly Palamala Moodelly &c.a of Tondawelly Can.o Chundary Friday dated the 26.th of April 1781. —

Whereas a Dispute arose between Arnachellum & Valoydam, and they Complained to your Worship who was pleased to Refer them to us their Cast People for our Determination; — accordingly upon our Examining an Award directed to Peter Perring Esq.r given by us in regard to the same dispute also an agreement given in favor of Servanah, and a Minute sent by your Worship, it appears to Us that the said Arnachellum did not comply with the former Award; and the Agreement given to Servanah, which is now laid before us, the said former Award was confirmed by Peter Perring Esq.r on the absence of Valoydam, therefore there is room to make out another Award. Previous to the said former Award, it appeared to us by examining Witnesses that the said Valoydam had Criminal conversation with his father Arnachellums concubine, therefore we have determined that Valoydah is not fit to go before his fathers face, now Valoydam gives in Writing that he had kept his father's concubine before she came to his father Arnachellum, and also produced a Witness to the same effect, who mentioned in his Declaration

as

as follows Viz.t Velloyedam carried him the said Witness to a Woman's House at Trebellyeswara pooram three different times, when he asked Velloyedam who she was, Velloyedam answered that he hired her as a Concubine, 4 or 5 Months after he asked Velloyedam what was become of the said Woman he replied she is a Shameless Woman therefore I quitted her, some time after he went to Velloyedam's house at Chinda= trepettah and found her by the Inside door, when he asked Velloyedam how she came there, Velloyedam gave me no answer, and he the said Witness Swears to the Truth of the aforesaid Declaration, therefore there are some doubts, and it is necessary for us to Examine the said Woman, We enquired after her, but we could not find her as she had left the place on account of the present disturbances, without we inquire for her We cannot inflict the punishment according to the Rules of the Cast for the Crime he has done, after she shall have come and proved the Matter to us then the Punishment shall be inflicted and he shall be punished accordingly.—

Without complying with the late award he married a Second Wife and does not agreable to the late Award towards the Defendant, and also the Agreement, We found that his Wife and Son were in the right cause and as follows should be done for the future,

That it appears to us, that the Sum of 5000 Pagodas should be taken from Arrachellum and Deposited in the hands of a Soucar and a part of the Interest arising therefrom should be allotted to maintain his Wife and Son, they should live in the same House where they are at present and after the death of the said Arrachellum it should be done agreable to the Rules and Customs of our Cast, and We hope it will meet with your Worships Approbation,

to draw an Agreement from the said Saravanian

Fort St. George
28th May 1781

A True Translation as near as can
be from the Original

Davy Neiguem

Ninapah not present
Sealum gone to Camp

Registered in Fort St. George
this 22d Day of August 1781. –

Jr William Ross
Regr

Signed
Narranapah
The 9 Mark of Calamala
Do Moodaly Mootapah
Patchapun
Chinnavan
Pariatomby
Signed Iyah
Valoydam
Tullayah
Eroolapah

approved
Jr Mr Williams
Justice

A true Copy
William Ross
Regr

Before the King's Ordinary, Between Davany Unnamah Proponent and Chindatty Pillah Vellapah Opponent, Exhibit C on the Part of the Opponent –

J. Bosham
John White
Proctors for Opps

Translation of an Agreement dated 20th Aany of the year Manmadoo or
Before the King 30th June 1775.—

Ordinary—

Between

Davany Ummah
Propt. and
Chundatry
Pettah Vellapah
Opponent

D
Exhibit on
the Part of the
Opponent.—

Bosham
J White
Proctor for
Opt.

That I arnachelam Son of Connore Aubeyapa Moodeliar
do give this Agreement to Colatore Sarvana Moodeliar.—
That in Consequence of my treating my Wife Roughly
and dwelling in the place where I ought not up to this time— you
have advised me as you had Right which I have consented to,
and do hereby Agree to live with Strict union with my Wife and
Children in family for the future by leaving the disagreable
behaviour or Conduct and in default thereof I do hereby further
agree to deliver my Estate to my Children and Suffer such pun-
ishment which the Cast People should inflict on me and be
deemed myself Culprit Thus I Voluntarily and Sincerely Witnessing
the

the God which I am devoted to/ do give this Agreement Witness
Pooveroondavally Soobramonya Moodeliar and Annarambadoo
Syapah Modeliar by their knowledge this was drawn by Chinnan
coopam Sadasevan.—

Witnesses Signed Signed

Pooveye Soobramonyan See. Arnachullam
Syapapoo

A True Translation as near as can be from the Malabar Language

Ranganaudoo
Interpr.

This Exhibit Marked with the Letter D, was Shewn to Pooveri-
davally Soobramana Moodeliar at the time of his Examination in a
certain Matter now depending and at Issue before the Kings
Ordinary in the Honble the Mayor's Court wherein Davany Ummah
is Proponent and Chindatry Pettah Vellapah is Opponent to the Estate
and Effects of Chindatry Pettah Arnachellum Moodeliar Deceased
on the Part and behalf of the Opponent on the third day of Sept.r 1791.

G. Taylor
Regr.

Before the King's Ordinary
Mayor's Court at Madrasspatnam

In the Matter wherein Davany
Ummah is Proponent and
Chindatry Pettah Vellapah is Oppo-
nent to the Estate and Effects of
Chindatry Pettah Arnachellum
Moodeliar Deceased.—
On the Part and Behalf of the Opponent.

Depositions of Witnesses taken in this Matter by and
before the Register of the said Court as follows.—

Arunvoil Mootiah Moodeliar Dubash of Madras Inhabitant aged
Forty one years or thereabouts being on this Seventh day of October in the year of

Our

Our Lord One thousand Seven hundred and Ninety One produced as a Witness on the Part and Behalf of the Opponent notice of whose Examination having been this day given to Messrs. Peter Walker, James Stuart Hallard and John Hamilton Proctors for the Proponent being duly Examined deposes as follows.—

1st . . . . . To the First Interrogatory this Deponent saith he knows the Proponent Davany Unnanah and has so known her eight or nine years. He also knows Chundatry Pettah Vellapah the Opponent and has so known him about Twenty Six years and more he saith not to this Interrogatory.—

2nd . . . . . To the Second Interrogatory this Deponent saith he belongs to the Toluvalaula Cast, of which Cast he is one of the Principals of his Cast to know when any Material Circumstances such as Marriages or Deaths happen in their Cast. this Deponent saith there was a report about eleven or twelve years ago that a Marriage had taken place between the Proponent and the said Chundatry Pettah Annachellum Moodeliar and saith such Marriage was not celebrated according to the Customs of this Deponents Cast, for it is the usual and Customary duty in this Deponents Cast when any Person intends to Marry for such Person to signify the same by distributing Betle and Nuts among the Cast People and the Friends and Relations of the Parties, a Rule which was not observed with the said Chundatry Pettah Annachellum and the Proponent. This Deponent saith when a Man has his first Wife living and Children of that Marriage it is necessary that he should obtain the consent of his first Wife and Children before he can marry a Second time, and further saith the said Chundatry Pettah Annachellum Moodeliar did not either at the time when the Rumour was Spread of his being

being Married to the Proponent or at any other time obtain the previous Consent of his first Wife and Children or any other of his Relations or Cast People and more he saith not to this Interrogatory.

3d. To the Third Interrogatory this Deponent saith it never happened in his Cast for a Man to Settle Ten or Twelve Thousand Pagodas upon an intended Wife the usual Dower given by a Native Husband to his first wife is eleven Pagodas and to his Second Wife twenty two Pagodas this Deponent saith the Widows of a Deceased Husband are entitled to a Sum of Money out of his Estate from Eleven to four hundred Pagodas in case he died without Children, and in case he died leaving Children lawfully begotten they are entitled to be supplied with Food and Raiment and more he saith not to this Interrogatory.

4th. To the Fourth Interrogatory this Deponent saith it is the strict Rule and Custom of his Cast when a Man dies for the family of the Deceased to throw a Cloth over the Shoulders or Neck of his Widow at the time the Chain of Marriage is taken off her Neck, and saith such Rule was not performed to the Proponent by any of the family of Chundatry Pettah Arnachellum at the time he died and more he saith not to this Interrogatory.

5th. To the Fifth Interrogatory this Deponent saith he is fully acquainted with all the circumstances Relative to the present Matter, and saith according to the Rules and Customs of his Cast the Opponent is entitled to succeed to the Estate and Effects of Chundatry Pettah Arnachellum Moodelliar Deceased and more he saith not to this Interrogatory.

6th. To the Sixth Interrogatory this Deponent saith the above

named Chindatty Pettah Arnachellum Moodeliar was considered as a Man of a weak and impaired understanding and easily misled, a belief which this Deponent is the more confirmed in from his having given away the whole of his property to the Son of a Prostitute whom he kept, and from his eating his Victuals at her house. This Deponent saith the only extravagant Acts Committed by the said Chindatty Pettah Arnachellum Moodeliar was in the instances above alluded to, and saith in consequence of a Complaint being preferred by the Opponent and his Grand Father to Mr. Francis Jourdan the Monthly Justice the Property belonging to the said Chindatty Pettah Arnachellum Moodeliar was restored to him and more he saith not to this Interrogatory.-

To the Eighth Interrogatory this Deponent saith it never happened in his or any other Indian Cast for any Person to Marry on the next day after his Brother's Death, and further saith the Deponent was not considered by the Cast People or any other Relations of Chindatty Pettah Arnachellum Moodeliar Deceased as his Lawful Married Wife and more he saith not to this or the last Interrogatory.-

13th October 1791.

Arunvoil Mootiah Moodelliar was this Day Repeated before me Josias DuPré Porcher Esquire Mayor in the presence of me C. Saylor Register the contents hereof having been previously explained to the Deponent by the Courts Interpreter.-

C. Saylor
Regr

Jo. DuPré Porcher
Mayor

1027

Before the Kings Ordinary
Mayors Court at Madraspatnam — In the Matter wherein Davary
Chundatry pettah Vellapah is —
Opponent to the Estate and Effects of
Chundatry pettah Arnachellum
Moodeliar Deceased —
On the Part and Behalf of the Opponent

Depositions taken in this Matter by and before the Register of the said Court as follows —

Collatoor Chedembram Moodelliar Writer of Madras Inhabitant aged Forty Six years or thereabouts being on this Thirteenth day of October in the year of Our Lord One thousand Seven Hundred and Ninety One produced by and Witness on the Part and behalf of the Opponent notice of whose Examination was this day given to Messrs. Peter Walker James Stuart Hall and John Hall Proctors for the Proponent being duly Examined Deposes as follows —

1st To the First Interrogatory this Deponent saith he knows the Proponent and has so known him about Ten years. This Deponent also knows Chundatry Pettah Vellapah the Opponent and has so known him about Twelve years and more he so saith.

2nd To the Second Interrogatory this Deponent saith he believes the Tolavalaula Cast and saith he is one of the Principals of that Cast and further saith the Proponent and Opponent are likewise of that Cast — This Deponent saith he did know Chundatry Arnachellum Moodelliar late of Madras Deceased who was of the Tolavalaula Cast — This Deponent saith it is the Duty of the Principals of the Cast to which he belongs to know when any material Circumstances such as Marriages or deaths happen in his Cast and saith there was a Report about Eleven or Twelve

Twelve years since that the said Chinnadatty Pettah Arnachellum Moodeliar had Married the Proponent — this Deponent saith the said Marriage was not performed Conformably to the Rules and Customs of his Cast for this Deponent saith it is usual and Customary when a Person intends to marry for him to Signify the same by distributing Betelle and Nuts among the Cast People as also among the Friends and Relations of the Parties, a Custom which was not observed with the Parties to the Marriage in question — this Deponent saith, a man cannot — Marry a Second Wife if his first Wife is living and Children of that — Marriage without their previous knowledge and Consent and saith the said Chinnadatty Pettah Arnachellum Moodeliar did not obtain the Consents of his first Wife and Children or any other of his Relations or Cast People either at the time when the Rumour was Spread of his having Married the Proponent or any other time and more he saith not to this Interrogatory —

To the Third Interrogatory this Deponent saith it never happened in his Cast for a Man to Settle Less or Twelve Thousand Pagodas upon an Intended Wife and saith the Commom Dower given by a Native — Husband to his first Wife is Eleven Pagodas and to the Second Wife — Twenty two Pagodas this Deponent saith the Widows after the Decease of their Husband are entitled to a Sum of Money from Eleven to four hundred Pagodas out of his Estate, and in case the Husband leaves lawfully begotten the Widows are entitled to food and Apparel & more he saith not to this Interrogatory —

8th

13th Oct
Arun
Josias D.
Contents
Ans

4th . . . . To the Fourth Interrogatory this Deponent saith it is the common Custom for the family of a Deceased Man to throw a Cloth over the — Shoulders

Shoulders or Neck of his Widow at the time the Chain of Marriage is taken off her her neck and saith such Custom was not observed to the Proponent when the said Chindatry puttah Arnachullum Moodeliar departed this life and more he saith not to this Interrogatory.

5th To the Fifth Interrogatory this Deponent saith he is fully acquainted with all the Matters now in dispute between the Proponent and Opponent and saith according to his Judgment and agreable to the Laws and Customs of this Cast the Opponent is Solely entitled to inherit the Property of the Deceased and more he saith not to this Interrogatory.

6th To the Sixth Interrogatory this Deponent saith the said Chindatry Pettah Arnachullum Moodeliar was a Man of weak and imperfect understanding and easily misled which is corroborated by the following Circumstances First from his having Married a Second Wife without the knowledge and consent of his first Wife and Children, Secondly from his having mad a considerable Part of his Estate in favor of a Prostitute, and Thirdly from his having left his first Wife and Children in the greatest distress. This Deponent saith in consequence of the Conduct of the said Chindatry pettah Arnachullum Moodeliar a Complaint was preferred by the Opponent and his Grand father Sarvanah Moodelly to the Monthly Justice through whose means the property belonging to the Deceased was restored to h and more he saith not to this Interrogatory.

2nd

8th To the Eighth Interrogatory this Deponent saith it never has in this or any other Indian Cast for a Person to Marry on the

day after his Brothers death and saith the Proponent was not considered by the Cast Pagoe or Relations of the said Chundatry pettah Arnachellum Moodeliar as a Lawful Married Wife and more he saith not to this or the last Interrogatory.—

14th October 1791.—

Collatoor Chedembram Moodelliar was this day repeated before me Josias DuPre Porcher Esquire Mayor in the presence of me G Taylor Regr. the Contents hereof having been previously explained to him by the Court Interpr.

G Taylor
Regr.

Jos. DuPre Porcher
Mayor

Before the King's Ordinary Mayor's Court at Madraspatnam

In the Matter wherein Davany Unnmah is Proponent and Chundatry pettah Vellapah is Opponent to the Estate and Effects of Chundatry Pettah Arnachellum Moodelliar Deceased

On the Part and Behalf of the Opponent.

Depositions of Witnesses taken in this Matter by and before the Register of the said Court as follows.—

Streeseremsdoor Moodoo Moodaliar Conicopoly of Madras inhabitant aged Seventy years or thereabouts being on this Twelfth day of October in the year of our Lord One thousand Seven hundred and Ninety One produced a Witness on the part and Behalf of the Opponent notice of whose Examination having been this day given to Messrs Peter Walker James Stuart Hall and John Hamilton Proctors for the Proponent being duly Examined deposes as follows.—

1st . . . . . To the First Interrogatory this Deponent saith he does not know Davany Unnmah the Proponent but knows the Opponent Chundatry Pettah

Pillah Vellapah and has so known him from his the Ofsorents
Infancy and more he saith not to this Interrogatory.—

2d ... To the Second Interrogatory this Deponent saith he belongs to the
Toluvallaula Cast and saith he is one of the Principals of that Cast— This
Deponent saith the Proponent and Ofsorent are both of this Depon-
ents Cast— This Deponent saith he did know Chundatry pullah
Arrachellum Moodeliar late of Madras Deceased who belonged to
the Toluva-valaula Cast and saith it is the Duty of the Principals
of his Cast to know when any Material Circumstances such as
Marriages or deaths happen therein— this Deponent saith it was repor- 4th
about Twelve years ago that the said Chundatry pullah Arrachellum
Moodeliar was Married to the Proponent and saith the said Mar-
riage was not performed according to the Rites and Customs of the
Cast— this Deponent saith it is customary when a Person intends
to Marry for such Person to notify the same by distributing
Betle and Nuts among the Cast People and the Friends and Relations of 5th
the Parties and saith such Custom was not observed with the said
Chundatry Pettah Arrachellum and the Proponent— This Deponent
saith when a Man has his First Wife living and Children of that
Marriage he cannot marry a Second Wife without the previous
knowledge and Consent of his first Wife and Children and saith
the said Chundatry pullah Arrachellum Moodeliar did not at
any time either before or after his Marriage with the Prop[onent] ob-
obtain such the necessary previous Consent of his first Wife and Chil-
Children or that of any of his Relations or Cast People and more
saith not to this Interrogatory.—

To the Third Interrogatory this Deponent saith it never happened in his Cast for a Man to settle Fifteen Twelve Thousand Pagodas upon an intended Wife, and saith the usual Dower given by a Native Husband to his first Wife is Eleven Pagodas to his Second Wife Twenty two Pagodas this Deponent saith the Widows are entitled to be supplied with Food and Raiment from their Husbands' Estate, and are entitled to the same Provision in case the Husband leaves Children Lawfully begotten which is to be supplied them by the Deceased's Children - and more he saith not to this Interrogatory.-

To the Fourth Interrogatory this Deponent saith it is the Custom of his Cast for the Family of a Deceased Man to throw a Cloth over the Shoulder or Neck of his Widow at the time the Chain of Marriage is taken off her Neck, and saith such Custom was not observed with the Proponent on the Death of the said Chundatry Pettah Arrachelum Moodelliar and more he saith not to this Interrogatory.-

To the Fifth Interrogatory this Deponent saith he is fully informed of the whole of the Present Matter in dispute between the Proponent and Opponent, and saith according to the Rules and Customs of his Cast the Opponent has the sole and exclusive Right to inherit the Property of the Deceased - and more he saith not to this Interrogatory.—

To the Sixth Interrogatory this Deponent saith the said Chundatry Pettah Arrachellum was a Man of a weak mind and Understanding and was Reported so to be and was easily misled which this Deponent knows to be the case from his general bad Conduct, and from his keeping Company with a Prostitute to whom he made

over the whole of his Property leaving his Wife and Children exposed to want and misery - This Deponent saith a Complaint was thereupon made by the Opponent and his Father in Law Sarvarah Moodelly to the Monthly Justice, in consequence of whose Interference the Property abovementioned was restored to the said Chindatry pullah Arnachellum Moodelly and more he saith not to this Interrogatory.

8th . . . . . To the Eighth Interrogatory this Deponent saith it never happened in any Instance that the Man to Marry on the next day after his Brother's Death and saith the Proponent was not looked upon by the Cast People or any of the Relations of the said Chindatry Pullah Arnachellum as his Lawful Married Wife and more he saith not to this or the last Interrogatory. —

11th October 1791. —

Streeperemsidoor . Moodoo . Moodalyar was this day Sworn before me Josias DuPré Porcher Esquire Mayor in the presence of me George Saylor Reg the Contents hereof having been previously Explained to him by the Court Interpr

G Saylor
Regr

Jos.h du Pré Porcher
Mayor

Before the King's Ordinary Mayor's Court at Madraspatnam

In the Matter wherein Davar Unnnah is Proponent and Chindatry pullah Vellapah is Opponent to the Estate and Effec Chindatry pullah Arnachellum Moodeliar Deceased —

On the Part and Behalf of the Oppo

Depositions of Witnesses taken in this Matter by and before th Register of the said Court as follows. —

Moodellel . Mootheyapen, Broker of Chindatry pullah Inhabitant Fifty Six years or thereabouts being on this 29th day of August in the year of Our Lord

Thousand Seven hundred and Ninety one produced as a Witness on the part and behalf of the Opponent notice of whose Examination having been this day given to Mr. Peter Walker Proctor for the Proponent being duly Examined Deposes as follows.—

1st ... To the First Interrogatory this Deponent saith, he knows the Proponent Davary Unnuah and has so known her these Thirteen years or thereabouts This Deponent also knows the Opponent Chundatry Pettah Vellapah and has so known him from his the Opponents Infancy and more he saith not to this Interrogatory.—

7th ... To the Seventh Interrogatory this Deponent saith, he was a friend and Relation of Chundatry Pettah Arrachellum Moodelliar Deceased and saith he knows when his Brother married Iyah Moodelliar departed this Life and saith the said Chundatry Pettah Arrachellum Moodeliar on the Evening of the Second day after his Brother's death left Chundatry Pettah this Deponent does not know why the said Chundatry Pettah Arrachellum Moodeliar left Chundatry Pettah but has heard that he intended going to Trevatore to be present at a feast instead of which he went to Collatoor where it was said that he had Married the Proponent Davary Unnuah from whence he returned on the next day about Twelve o'Clock in the forenoon— this Deponent saith the Family Relations and Cast People of the said Chundatry Pettah Arrachellum Moodelliar observed that his Behaviour was very unbecoming and Contrary to the Custom of his Cast— This Deponent saith upon the Report being Spread that the said Chundatry Pettah Arrachellum Moodelliar was Married to the Proponent

He

He and the said Proponent went and lived in the same House with his first Wife and Children, and saith there was every appearance that they lived together in good Harmony and more this Deponent saith not to this or the last Interrogatory.

29th August 1791.

Moodellel Mootheyapen was this day repeated before me Josias DuPre Porcher Esquire Mayor in the Presence of me G. Saylor Regr. the Contents hereof having been previously explained to the Deponent by the Court Interpreter.

G. Saylor
Regr.

Jos. DuPre Porcher
Mayor

Before the King's Ordinary
Mayor's Court at Madraspatnam

In the Matter wherein Davary Ummah is Proponent and Chundatry Pettah Vellapah is Oppo to the Estate and Effects of Chinna Pettah Arnachellum Moodeliar Deceased.

On the Part and Behalf of the Opponen

Depositions of Witnesses taken in this Matter by and before the Register of the said Court as follows. —

Narnapen Moodelly Merchant of Chundatry Pettah Inhabit ant aged Thirty Two years or thereabouts being on this 29th Day of August in th year of our Lord One thousand Seven hundred and Ninety one produced as a Witn on the part and behalf of the Opponent notice of whose Examination having been this day given to Mr. Peter Walker Proctor for the Proponent being duly Examine Deposes as follows. —

1st ..... To the First Interrogatory this Deponent saith he does not kno the Proponent Davary Ummah but knows the Opponent Chundatry pettah Vellapah and has so known him these Twenty years or thereabouts and more he saith not to this Interrogatory. —

7th ..... To the Seventh Interrogatory this Deponent saith he was a Friend and Relation of Chundatry pettah Arnachellum Moodeliar Deceased and saith he knows the time when Iyah Moodeliar the Brother of the said Chundatry pettah on the Evening of the Second day after his Brothers Death, and saith he does not know why the said Chunda try Pettah Arnachellum Moodeliar left Chundatry Pettah, but has heard that he gave out as his Intention that he was going to Sreevatore, instead of which he went to Collatore where he was Clandestinely Married, and Returned again the next day. This Deponent saith the family Relations and Cast People of the said Chundatry Pettah Arnachellum Moodeliar observed that his Conduct was very bad, and saith as soon as the said Chundatry Pettah Arnachellum Moodeliar heard that there was a Report of his being Married to the Proponent he went and lived in the House of his first Wife and Children, where they lived together in all appearance in good Harmony and more he saith not to this or the Last Interrogatory. —

29th August 1791. —

Narnapen Moodelly was this day repeated before Me Josias DuPre Porcher Esquire Mayor in the Presence of me G. Saylor, Regr. the Contents hereof having been previously explained to the Deponent by the Court Interpreter.

G. Saylor
Regr.

Jos. DuPre Porcher
Mayor

Before the Kings Ordinary
Mayors Court at Madraspatnam

In the Matter wherein Davany
Ummah is Proponent and
Chindatry Pettah Vellapah is
Opponent to the Estate and Effects
of Chindatry Pettah Arnachellum
Moodeliar.

On the Part and Behalf of the Opponent

Depositions of Witnesses taken in this Matter by and before the
Register of the said Court as follows.—

Mootoo Palanquin Bearer of Chindatry Pettah Inhabitant aged Thirty
four years or thereabouts being on this Twenty Seventh day of August in the year of
our Lord One thousand Seven Hundred and Ninety One produced as a Witness on
the Part and Behalf of the Opponent notice of whose Examination having been
this day given to Mr. Peter Walker Proctor for the Proponent being duly Examined
Deposes as follows.—

1st . . . . . To the First Interrogatory this Deponent saith he knows Davany
Ummah the Proponent and has so known her these Twelve or thirteen
years. This Deponent also knows Chindatry Pettah Vellapah the
Opponent and has so known him these Twelve years or thereabouts
and more he saith not to this Interrogatory.—

9th . . . . . To the Ninth Interrogatory this Deponent saith he did serve Chind-
atry Pettah Arnachellum Moodeliar about Eleven or Twelve years ago
in the Capacity of a Palanquin Bearer, and saith he went with the
said Chindatry Pettah Arnachellum Moodeliar to Collatore on the
Evening of the Second day after the death of the Brother of the said
Chindatry Pettah Arnachellum Moodeliar. This Deponent
further saith the said Chindatry pettah Arnachellum Moodeliar
before he left his House told his Palanquin Boys that he was going
to Trivatore, and saith the said Chindatry Pettah Arnachellum

Moodeliar after he had left his House went to Perria Mattoo &c
from thence to Collatore and returned to his House on the following
Morning and more this Deponent saith not to this or the last
Interrogatory.—

The mark + of Mootoo

27th August 1791.

Mootoo was this day Repeated before me James Call Senior Alderman
in the Presence of me G Saylor Regr the Contents hereof having been previously explained
to the Deponent by the Court Interpreter.—

G Saylor
Regr

Jas. Call
Senr Alderman

Before the Kings Ordinary
Mayors Court at Madraspatnam

In the Matter wherein Davany
Ummah is Proponent and
Chindatry Pettah Vellapah is
Opponent to the Estate and
Effects of Chindatry Pettah
Arnachellum Moodeliar
Deceased.

On the Part and Behalf of the Opponent

Depositions of Witnesses taken in this Matter by and before
the Register of the said Court as follows.—

Veroovembala Moodelliar Dubash of Madras Inhabitant aged Thirty
four years or thereabouts being on this Twelfth day of October in the year of Our Lord
One thousand Seven hundred and Ninety One produced as a Witness on the
part and behalf of the Opponent notice of whose Examination having been
this day given to Messrs Peter Walker, James Stuart Hall and John Hamilton
Proctor for the Proponent being duly Examined deposes as follows.—

1st . . . . . To the First Interrogatory this Deponent saith, he knows
Davany Ummah the Proponent and has so known her about
Sixteen

Sixteen years. this Deponent also knows Chundatry Pettah Vellap[ah] the Opponent and has so known him about the same time and m[ore] he saith not to this Interrogatory —

10th ..... To the Tenth Interrogatory this Deponent saith he was pres[ent] with the said Chundatry pettah Arnachellum Moodelliar on the da[y] of his death who about two hours before he expired Ordered his Peop[le] to send for his Son the now Opponent, in Consequence of which t[he] Opponent went to his Father — this Deponent saith the said Chu[n]datry Pettah Arnachellum Moodelliar recommended to his Son the Opponent to perform his funeral Ceremonies, at the same time telling him that he had appointed him the Sole and exclusive Heir to his Estate and Effects — She Opponent there enquired of his Father if he had made over a Consolidated Bond to Palaiva Chedambra Moodeliar to which the Deceased Replied that he had very ill he had assigned over the said Bond to the said Palaiva Ch[e]dambra Moodeliar merely to enable him to Receive the Interest upon it to prove which the Deceased said he had certain Vouchers deposited in a Chest together with all his valuable Effects which he promised to deliver over to the Opponent on the following Morning — the Deceased further said to the Opponent that in c[ase] he should die on the same night he the Opponent was to take possession of all his Estate, and to perform his funeral Ceremon[ies] and with Respect to his Second Wife the Proponent he desired h[im] to maintain her with Food and Apparel and on her Death to perform her Funeral Ceremonies also Conformably to the Custo[m] his Cast and more he saith not to this or the last Interrogatory

13th October 1791 —

Serooveмbala Moodelliar was this day Sworn before me

Porcher Esquire Mayor in the Presence of Mr George Taylor Register the contents hereof having been previously explained to him by the Court Interp[r]

G Taylor
Regr

Josua Pré Porcher
Mayor

Before the Kings Ordinary
Mayors Court at Madraspatnam

In the Matter wherein Davary Ummah is Proponent and Chundatry Pettah Vellapah is — Opponent to the Estate and Effects of Chundatry Pettah Arnachellum Moodelliar Deceased. —

On the Part and Behalf of the Opponent —

Depositions of Witnesses taken in this Matter by and before the — Register of the said Court as follows. —

Serooveмbala Moodelliar Dubash of Madras Inhabitant aged Forty four Years or thereabouts being on this Twelfth day of October in the Year of Our Lord One Thousand Seven Hundred and Ninety One produced as a Witness on the part and behalf of the Opponent Notice of whose Examination having been this day given to Messrs Peter Walker James Stuart Hall and John Hamilton Proctors for the Proponent being duly Examined Deposes as follows. —

1st ..... To the First Interrogatory this Deponent saith he knows Davary Ummah the Proponent and has so known her about Sixteen years. this Deponent also knows Chundatry Pettah Vellapah the Opponent and has so known him about the same time and more he saith not to this Interrogatory. —

10th ..... To the Tenth Interrogatory this Deponent saith he was present with the said Chundatry Pettah Arnachellum Moodelliar on the day of his Death who about two Hours before he expired Ordered his People to send for his Son the now Opponent in consequence of which the Opponent went to his Father — this Deponent saith

saith the said Chundatry Bettah Arnachellum accommanded his Son the Opponent to perform his funeral Ceremonies at the same time telling him that he had appointed him the Sole and exclusive Heir his Estate and Effects – The Opponent then enquired of his father had made over a Consolidated Bond to Palava Chedambra Moodelia which the Deceased Replied that being very ill he had assigned over said Bond to the said Palava Chedambra Moodelly merely to him to Receive the Interest upon it to prove which the Deceased had certain Vouchers deposited in a Chest together with all his Effects which he promised to deliver over to the Opponent on the following Morning – the Deceased further said to the Opponent in case he should die on the same Night he the Opponent was take possession of all his Estate, and to perform his funeral Ceremo and with respect to his Second Wife the Proponent he desired him maintain her with Food and Apparel and on her Death to perform her funeral Ceremonies also conformably to the Custom his cast and more he saith not to this or the last Interrogatory –

13th October 1791 –

Seroovembala Moodelliar was this Day Repeated before me Josia DuPré Porcher Esquire Mayor in the presence of me George Saylor Regist the Contents hereof having been previously explained to him by the Court Interp

G Saylor
Regr

Jos. DuPré Porc
Mayr

Before the Kings Ordinary
Mayors Court at Madraspatnam

In the Matter wherein
Davany Unnmah is
Proponent, and
Chundatry Bettah Vellapah
is Opponent to the Estate &
Effects of Chundatry Bettah
Arnachellum Moodeliar
Deceasd
On the Part and Behalf of the Opponent

Depositions of Witnesses taken in this Matter by and before the Register of the said Court as follows. –

Vencatachella Chitty Shroff of Madras Inhabitant aged Forty four years or thereabouts being on this fifth Day of September in the year of our Lord One Thousand Seven hundred and Ninety one produced as a Witness on the part and behalf of the Opponent notice of whose Examination having been this Day given Mr Peter Walker Proctor for the Proponent being duly Examined Deposes as follows. –

To the First Interrogatory this Deponent saith he knows the Proponent Davany Unnmah and has so known her these Six years or thereabouts this Deponent also knows Chundatry Bettah Vellapah the Opponent and has so known him these five Months or thereabouts and more he saith not to this Interrogatory. –

To the Tenth Interrogatory this Deponent saith he was present with the Deceased Chundatry Bettah Arnachellum Moodelliar on the day of his Death, and saith the Deceased about two hours before he expired Ordered his People to send for his Son the Opponent, and saith the Opponent accordingly went to his Father – This Deponent saith the Deceased Chundatry Bettah

Pettah Arnachellum Moodelliar desired his Son the Opponent
possession of all his Estate and Effects and to see his funeral cere
performed after his death, the Opponent thereupon enquired of the
Deceased where he kept his Accounts Bonds &c. which the Dec
said were deposited in a Chest and would be delivered to the Opp
in a day or two. The Opponent afterwards told his Father
had been informed that he had made over a certain Sabbas
one Chedumbra Moodelliar and wished to know if it was
which the Deceased Replied that as he was very ill he had a
over the said Bond to the said Chedumbra Moodelly merely
enable him to collect the Interest on it, but had not disposed
right thereon, and more this Deponent saith not to this or
last Interrogatory.

5th Sept. 1791.

Vencatachella Chitty was this day Repeated before me James Call Se
Alderman in the presence of me G. Saylor Register the Contents being having
previously explained to the Deponent by the Court Interpreter.

G. Saylor
Regr.

Ja. Call
Senr. Alderman

Before the Kings Ordinary
Mayors Court at Madrasapatnam

In the Matter wherein Dasa
Unmah is Proponent and
Chundatry Pettah Vellapah is Oppo
to the Estate and Effects of Chundat
Pettah Arnachellum Deceased.
On the Part and Behalf of the Oppon

Depositions of Witnesses taken in this Matter by and before the
Register of the said Court as follows.

Coolumbaukum Arnachellum Moodelliar Conicoply of Madras
Inhabitant aged Thirty five years or thereabouts being on this Twenty

August in the Year of Our Lord One Thousand Seven hundred and Ninety One
troduced as a Witness on the part and behalf of the Opponent notice of whose
Examination having been this day given to Mr. Peter Walker Proctor for the
Proponent being duly Examined deposes as follows —

To the First Interrogatory this Deponent saith he does not know
Dasary Unmah the Proponent in this Matter but knows Chunda=
try Pettah Vellapah the Opponent and has so known him these
Ten year or thereabouts and more he saith not to this Interrogatory. —

To the Tenth Interrogatory this Deponent saith he was in the
presence of Chundatry Pettah Arnachellum Moodeliar the day he
died, and saith the Deceased about One hour before he expired sent his
People to call his Son the Opponent, and saith the Opponent accord=
ingly went to his Father — and further saith the Deceased recommended
to the Opponent to perform his Funeral Rites and Ceremonies and
to take possession of the whole of his Estate and Effects as his Heir, at
which time the Opponent enquired of his Father if he had made over
certain Consolidated Bond to one Chedumbrum Moodelly he having
that instant heard a Report to that Effect to which the Deceased
answered that he had only made over the Consolidated Bond to the said
Chedumbrum Moodelly for the purpose of his receiving the Interest
on his account he being at that time very sick but had not disposed
of his right thereon — The Opponent afterwards enquired of the Deceased
where he kept all his Accounts Bonds Vouchers &c. which the
Deceased said were locked up in one of his Chests, and which he
promised to deliver over to the Opponent the next Morning, and
more this Deponent saith not to this or the last Interrogatory. —

August 27th 1791. —

Coolumbaukum Arnachellum Moodelliar was this day
repeated

Repeated before me James Call Senior Alderman in the Presence of me G Saylor the Contents hereof having been previously explained to the Deponent by the Court Interp

G Saylor
Regr

Ja. Call
Senr Alderman

Before the King's Ordinary Mayor's Court at Madraspatnam

In the Matter wherein D Ummah is Proponent and Chundatry Pettah Vellapah is Op ent to the Estate and Effects of Chundatry Pettah Arnachel Moodelliar Deceased.

On the Part and Behalf of the Opponent

Depositions of Witnesses taken in this Matter by and before Register of the said Court as follows.—

Sooverindavully Soobramania Moodelliar Merchant of Madr Inhabitant aged Sixty Seven years or thereabouts being on this third day of September Year of Our Lord One Thousand Seven hundred and Ninety one produced as a Witnes the part and Behalf of the Opponent notice of whose Examination having this day given to Mr Peter Walker Proctor for the Proponent being duly Ex Deposes as follows.—

1st . . . . . To the First Interrogatory this Deponent saith he knows Da Ummah the Proponent in this Matter and has so known her t Eleven years this Deponent also knows the Opponent Chundat Pettah Vellapah and has so known him these Twenty years or th abouts and more he saith not to this Interrogatory.—

12th . . . To the Twelveth Interrogatory this Deponent hath looked a Paper Writing Marked D now produced and shewn to him at the time of his Examination purporting to be an Agreement fr Chundatry Pettah Arnachellum Moodelliar Son of Cauvoor Authyapah Moodelliar to Coolatoor Sarvana Moodelliar, and s he was present and did see the said Chundatry Pettah Arnach

Moodeliar Subscribe his name to the said Agreement, and that the Signature thereunder Written is the Proper hand Writing of the said Chundatry Pettah Arnachellum. This Deponent Subscribed his name as one of the Witnesses to the execution of the said Paper Writing and saith Syapah the other Subscribing Witness thereto is dead.— He died about one year ago and more He saith not to this or the last Interrogatory.—

3rd September 1791.—

Sooverindavully Soobramania Moodelliar was this Day repeated before me Josias DuPré Porcher Esquire Mayor in the presence of me G Saylor Register the Contents hereof having been previously explained to the Deponent by the Court Interpreter.—

G Saylor
Regr

Jos. DuPré Porcher
Mayor

In the Honble the Mayor's Court at Madraspatnam

Between Chundatry Pettah Vellapah Moodelly the Eldest Son and Heir of Chundatry Pettah Arnachellum Moodelly Deceased Proponent and Deyvaumy Ammy One of the Widows of the said Deceased Opponent.—

The Affidavit of Vasoodevah Moodeliar and Nellatomby Moodelliar of Madras Dubashes.—

These Deponents severally make Oath and say that they were present and did see Moorgapen the Person named in the Original Paper Writing in the Malabar Language hereunto Annexed duly Sign the said Paper Writing and they did also see Deyvaumy Ammy the Elder or first Wife of the above named Chundatry pettah Arnachellum and the Mother of the Proponent and of his Brother the abovenamed Moorgapan put her Mark thereto and the said Deyvaumy Ammy having declared to these Deponents that she could not Read or Write these Deponents say that the said Paper Writing was Read and explained to her having put her Mark to the same and these Deponents further say

Say that by the request of the said Moorgasun and his Mother the said Deyvauny Amny these Deponents Signed their Names as Witnyses to the Execution thereof

A True Translation as near as can be from the Malabar Language

Ranganaudom
Interpretor

L. Popham

Jr. White
Proctors

Translation of an agreement dated 5th Aurey of Vecaury year answering to Anno Domini 16th June 1779.—

I Arroonachelam Son of Chundatry Pata Audyapah Moodeliar do give this Agreement to Colatore Mootoocomarapah Moodeliar.—

Whereas I have on representing the difficulties which I met in my Family affairs requested you to give your Daughter Davaury to me in Second Marriage to which you have agreed, I do give unto you and give the following Estates to your said Daughter Davaury To Wit- Joys to the Value of Two thousand Pagodas- Eight thousand Pagodas in ready Money- my Garden and Ground situated at Saint Thome' East Side to Royapeta, South to the Mauneyam of the Pagoda of Tevroovataswara Sawmy or God, West to the Garden of Eyapah Moodeliar, East to the Garden of Colacauran, and North to the New Street- together with two Choultry Bills of Sale of St. Thome' in the name of Mr. Call One Paravanah, and one Shake Namah, and a House Situated at Chundatry Pettah in the Street of the House of Coonore Soobramo-nya Moodeliar, South to the House of Coonore Moodoo Moodeliar, and North to the House of Yada Saumarra, in all Ten Thousand Pagodas together with the Garden and House, which I have Voluntarily given to Davauna for her Estate Witnessing Chinglerova Sawmy or God of Terootany, The above Garden House and the Estate of Ten Thousand Pagodas the said Davaury is to Enjoy peaceably from Generation to Generation if the said Davaury should after my days are ended/ depart this life without having an Issue the above Garden, House, and the said Estate of Ten Thousand Pagodas is to be taken either in possession of your Sons or you who is the Present

Director

Director of the Ceremonies of Colatore Stree Soamaswara Sawmyar or God, and Arrisotavally Saiyar having the Title of Agelandacoady Bramhaunda Naicker and with the Interest which might arise thereon the holy Erections, ablations, Offerings, Incense, &c. are to be performed on behalf of the said Davaumy, during my life time I, and Teyagaroyen / the Brother of the said Davaumy / are to take care of the Garden House and the Estate of Ten Thousand Pagodas in such a manner that they may not be ruined — I am to leave with you a Security a Bond for Ready Money eight Thousand Pagodas, the Bills of Sale of Garden and House after having Sealed the same with my Seal Gold Joys, Silver Joys, Jewells to the value of Two Thousand Pagodas is to remain in the professions of Davaumy your Daughter — Should Davaumy live with long life until my life time I am to enjoy the Interest which may arise from the said eight thousand Pagodas the Produce of the Garden and House after my death, the Principal, Interest, Garden House and Joys whatever are to be enjoyed by Davaumy and her Posterity, If the said Davaumy should before my death depart this life without Issue I and Teyagaroyan are in such case to give one Quarter part of the Produce of the Garden House and the Interest of 10,000 Pagodas for the Devotions of Colatoor Stree = sornaswarar or God on behalf of Davaumy — The Remainder three Quarter parts of the Interest and produce I am to enjoy myself after my death Teyagaroyan is to deliver the whole of the Interest, produce, Principal, Garden, House &c. into the Hands of the Present Church Wardens for the Devotions of Stree Sornaswara Swamyar or God and Continue to carry on the Charitable Acts — Thus I have Voluntarily given this agreement with my free will and Consent

Witnessing

Witnessing the God which I am Devote to Witnesses Poorasapaukum
Vydenauda Moodeliar and Colatore Nauraneyapah Moodeliar by their know-
ledge this Agreement was given by me the Chintaudrypata Arrachellum
to Colatore Mootoocomaraypah Moodeliar on account of Davaury with my
own Hand Writing 16th June 1779.—

Witnesses (Signed) (Signed) Chintaudrypata Arrachelam
L.S.
Vydeyanaudan
Nauraneyapan

A True Translation as near as can be from the Malabar Language
(Signed) Ranganaudom
Interpreter

Examined and Carefully Compared with the Translate of the
Original Agreement delivered in the Honble the Mayor's Court at
Madraspatnam and Attested to be a true Copy the Original and Trans-
late delivered up to Messrs James Stuart Hall and John Hamilton
Proctors for Davary Ummah by Order of Court of the 22nd November
1791.—

G. E. Atkin
Dy Regr

Original Agreement and Translation, Exhibet on the part of
the Proponent— In the Matter wherein Davaney Ummah Proponent
and Chintadry petta Vellapah Opponent— to the Estate of Chintadry
pettah Arrachella Moodelliar Deceased.—

P. Walker
Proctor for Propt.

Extract from the Proceedings of the King's Ordinary
Held at the Town Hall on Tuesday the 15th Day of November
Anno Domini 1791.

Present
Josias DuPre Porcher Esquire Mayor
Andrew Ross and James Arnos
Aldermen

In the Matter wherein Davary Ummah is Proponent
and
Chindatrypettah Vellapah is Opponent Relative to the Estate of Chindatrypettah
Arnachellum Moodeliar Deceased

Allegations with Copies of four Exhibits Annexed Read.
answer with Exhibits Annexed Read.
Interrogatories on the Part of the Proponent Read.
Seven Depositions taken thereunto Read.
Interrogatories on the Part of the Opponent with Exhibits marked
A B C and D Annexed Read.
Ten Depositions taken thereunto Read. The Witnesses N.s 1. 2. 9. 13 & 14. did
not appear for Examination.
One Exhibit on the part of the Proponent Read.

The Matter in Dispute between the Proponent
Davary Ummah and the Opponent Chindatrypettah Vellapah
coming on to be Pronounced this Day in the Presence of the Proctors on
both sides On Hearing the Arguments made use of by the Proctors
and on due Consideration had thereon This Court doth think fit to
Pronounce and doth accordingly Pronounce that Letters of Admin-
istration to the Estate and Effects of Chindatrypettah Arnachellum
Moodeliar Deceased be granted to the Opponent Chindatry-
pettah Vellapah upon his giving good and sufficient Securities: and
it is further Pronounced that the Costs attending this Matter be
paid by the Proponent.

A true Extract

The Mayors Court at Madraspatnam

L:S:

To Lieutenant Fireworker James Campbell Son to Niel Campbell Deceased.

Send Greeting

Whereas the said Niel Campbell having departed this life leaving his Last Will and Testament which is now in Great Britain We desirous that the Goods Chattels and Credits of the said Deceased be well and truly Administered and disposed of and that the Credits of the said Deceased be demanded and Received and all his just Debts paid as far as his Goods, Chattels and Credits shall extend, and the Law Oblige, Do hereby relying on your Fidelity, commit to you the Administration of all and Singular the Goods, Chattels and Credits to the said Deceased, in any wise belonging, being first Sworn well and truly to Administer the same, and also to Exhibit into this Court, a true and Perfect Inventory of all the said Goods, Chattels, and Credits on or before the Fifteenth Day of May next Ensuing, and to render into this Court a true and just Account of all the Effects of the said Deceased, on or before the Fifteenth Day of November which will be in the year of Our Lord One thousand Seven hundred and Ninety two. And We do by these Presents appoint you Administrator of all and Singular the said Goods, Chattels and Credits. Given under the Seal of the said Court, and under the Hands and Seals of Josias DuPre' Porcher Esquire Mayor of Madraspatnam, and of Mr. Henry Readhead One of the Aldermen of Madraspatnam this Sixteenth Day of November Anno Domini 1791.

Mayors Court

G. Taylor
Regr.

Jos. DuPre' Porcher Mayor of Madraspatnam L:S:

H. Readhead One of Aldermen of Madraspatnam L:S:

1055

Copy of Oath Administered to Lieutenant Fireworker James Campbell on the 15th. Day of November 1791.—

You Swear that you believe Neil Campbell died leaving his Last Will and Testament which is now in Great Britain that you are Son to the Deceased that you will faithfully Administer his Effects by paying Debts so far as the said Effects shall extend and the Law will Oblige you and that you will Cause all the said Effects to be appraised and make a true and Perfect Inventory of them at or before the Fifteenth Day of May next Ensuing, and likewise a true and Just Account of this your Administratorship at or before the Fifteenth Day of November which will be in the year of Our Lord One Thousand Seven hundred and Ninety Two.

So help you God!

The Mayor's Court at Madraspatnam.—

L.S. To Chundatry pettah Vellayah Son and Heir to Chundatry pettah Arnachellum Moodeliar Deceased.

Send Greeting

Mayor's Court. Whereas the said Chundatry pettah Arnachellam Moodeliar — having departed this Life Intestate We desirous that the Goods, Chattels and Credits of the said Deceased be well and truly Administered, and disposed of, and that the Credits of the said Deceased be demanded and Received, and all his just Debts paid, as far as his Goods, Chattels and Credits shall extend, and the Law Oblige, Do hereby Relying on your Fidelity, commit to you the — Administration of all and Singular the Goods, Chattels and Credits to the said Deceased, in anywise belonging, being first Sworn well and truly to Administer the same, and also to Exhibit into this Court, a true and Perfect Inventory of all the said Goods, Chattels and Credits on or before the Fifteenth Day of May next Ensuing and to Render into this Court a true and just Account of all the Effects of the said Deceased, on or before the Fifteenth day of November which will be in the year of our Lord One thousand Seven hundred and Ninety two. And We do by these Presents Appoint you Administrator of all and Singular the said Goods, Chattels and Credits. Given under the Seal of the said Court, and under the Hands and Seals of Josias DuPré Porcher Esquire Mayor of Madraspatnam and of Mr. Henry Readhead One of the Aldermen of Madraspatnam this Sixteenth Day of November Anno Domini 1791.—

G Taylor
Regr.

Jos.h Du Pre Porcher Mayor of Madraspatnam L.S.

H: Readhead One of the Aldermen of Madraspatnam L.S.

1057

Copy of Oath Administered to Chindatry pellah Vellapah on the
15th Day of November 1795.

You Swear that you believe Chindatry pellah
Arnachellum Moodelliar died without making any Will that you
are Son and Heir to the said Deceased that you will faithfully Administer
his Effects by paying Debts so far as the said Effects shall extend and the
Law will Oblige you, and that you will cause all the said Effects to
be appraised and make a true and perfect Inventory of them at
or before the Fifteenth Day of May next Ensuing, and likewise a true
and just Account of this your Administratorship at or before the
Fifteenth Day of November which will be in the year of Our Lord
One thousand Seven hundred and Ninety two.

So help you God!

The Mayor's Court at Madraspatnam.

L. S.

To Moodookistna Moodelly and Rungapah Moodelly Sons and Heirs of Vadlumbadoo Audeyapah Moodeliar Deceased

Send Greeting

Mayor's Court.

Whereas the said Vadlumbadoo Audeyapah Moodeliar having Departed this Life Intestate We desirous that the Goods, Chattels and Credits of the said Deceased be well and truly Administered, and Disposed of and that the Credits of the said Deceased be Demanded and Received, and all his just Debts paid, as far as his Goods, Chattels and Credits shall extend, and the Law Oblige, Do hereby, relying on your Fidelity, commit to you the Administration of all and Singular the Goods, Chattels and Credits of the said Deceased, in any wise belonging, being first Sworn well and truly to Administer the same, and also to Exhibit into this Court, a true and Perfect Inventory of all the said Goods, Chattels and Credits on or before the Seventh Day of May next Ensuing, and to render into this Court a true and just Account of all the Effects of the said Deciased, on or before the Seventh day of November which will be in the year of our Lord One thousand Seven hundred and Ninety two. And We Do by these presents appoint you Administrators of all and Singular the said Goods, Chattels and Credits. Given under the Seal of the said Court and under the Hands and Seals of Josias DuPré Porcher Esquire Mayor of Madraspatnam and of Mr. Henry Readhead One of the Aldermen of Madraspatnam this Sixteenth Day of November Anno Domini 1791.

G. Saylor
Regr.

Jos. DuPré Porcher Mayor of Madraspatnam L. S.

H. Readhead One of the Aldermen L. S.

Copy of Oath Administered to Moodookistna Moodelly and Rungapah Moodelly on the 7th Day of November 1791.—

You Swear that you believe Vellumbadoo Audeyapah Moodelliar died without making any Will that you are Sons and Heirs to the said Deceased that you will faithfully Administer his Effects by paying Debts so far as the said Effects shall extend and the Law will Oblige you, and that you will Cause all the said Effects to be appraised and make a true and Perfect Inventory of them at or before the Seventh Day of May next Ensuing, and likewise a true and just Account of this your Administratorship at or before the Seventh Day of November which will be in the year of Our Lord One thousand Seven hundred and Ninety two.

So help you God!

1060

The Mayors Court at Madrasphatnam.

To Roderick Macleod Brother to the late Lieutenant William Macleod Deceased.

L.S.

Mayors Court

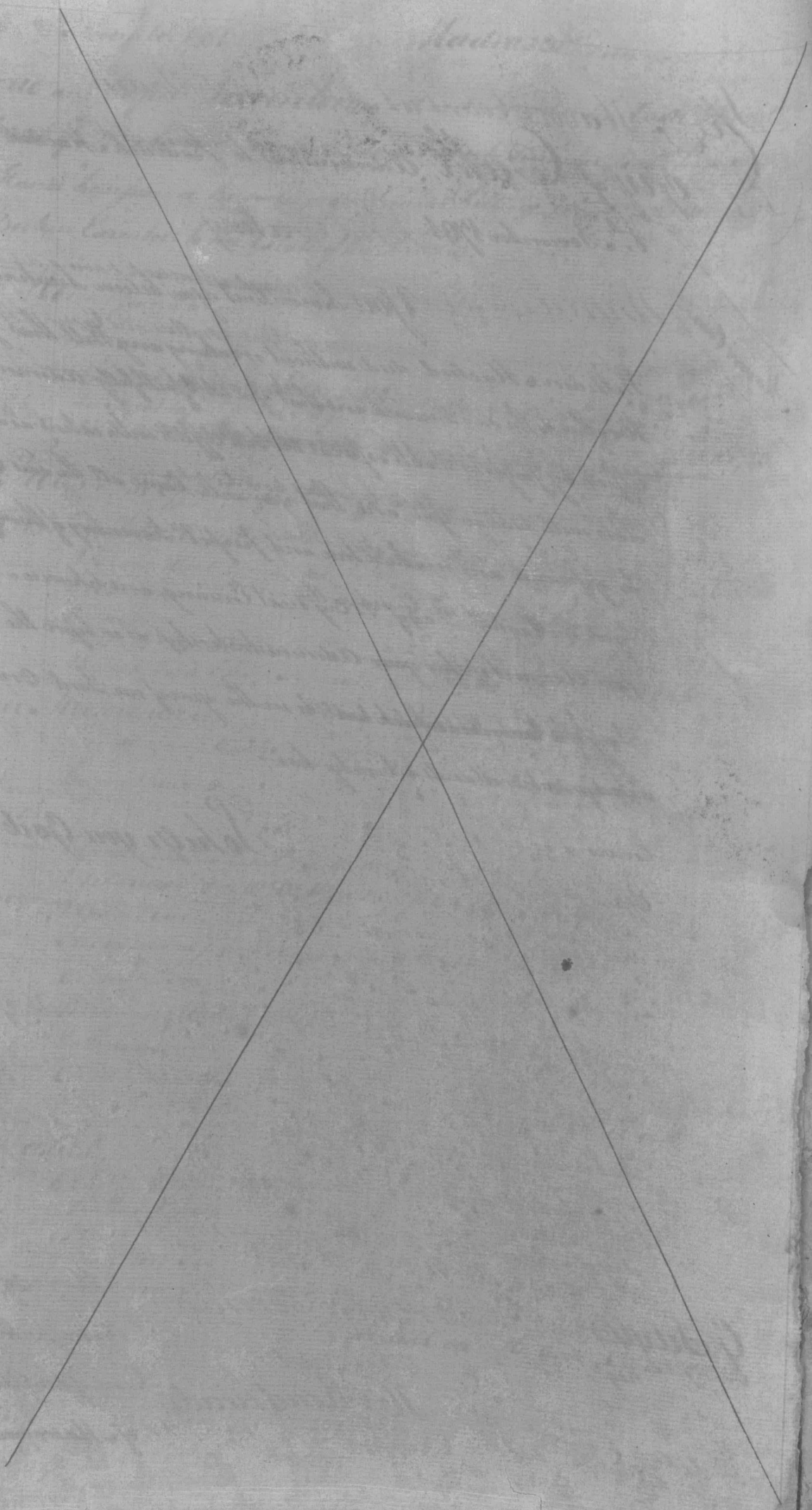
Send Greeting

Whereas the said Lieutenant William Macleod having departed this Life Intestate We desirous that the Goods Chattels and Credits of the said Deceased be well and truly Administred and disposed of, and that the Credits of the said Deceased be demanded and Received, and all his just Debts paid, as far as his Goods Chattels and Credits shall extend, and the Law Obliges, Do hereby Relying on your Fidelity, committ to you the Administration of all and Singular the Goods Chattels and Credits to the said Deceased in anywise belonging, being first Sworn well and truly to Administer the same, and also to Exhibit into this Court a true and perfect Inventory of all the said Goods Chattels and Credits on or before the Eighth Day of May next Ensuing, and to render into this Court a true and just Account of all the Effects of the said Deceased, on or before the Eighth day of November which will be in the year of our Lord One thousand Seven Hundred and Ninety two. And We do by these Presents appoint you Administrator of all and Singular the said Goods Chattels and Credits. Given under the Seal of the said Court, and under the Hands and Seals of Josias DuPre' Porcher Esquire Mayor of Madrasphatnam, and of Mr. Henry Readhead One of the Aldermen of Madrasphatnam this Sixteenth day of November Anno Domini 1791.

G. Taylor
Regr.

Jos. DuPre' Porcher Mayor of Madrasphatnam L.S.

H. Readhead One of the Aldermen of Madrasphatnam L.S.



Copy of Oath Administered to Roderick Macleod on the 8th November 1791.—

You Swear that you believe Lieutenant William Macleod died without making any Will that you are Brother to the said Deceased and that you will faithfully administer his Effects by paying Debts so farras the said Effects will extend and the Law will Oblige you, and that you will cause all the said Effects to be appraised and make a true and perfect Inventory of them at or before the Eighth Day of May next Ensuing; and likewise a true and just Account of this your Administratorship at or before the Eighth Day of November which will be in the year of our Lord One thousand Seven hundred and Ninety two.

So help you God!

Madras 31st January 1785

1062
Fort St. George to wit

A True and Perfect Inventory of all and Singular the Goods Chattels and Credits of Mr. Thomas Faunbeck Deceased which since his Death have come to the Hands Possession or Knowledge of Thomas Pelling, John De Fries and Peter Bodkin Executors to the Estate of the Deceased.

Money found at his Decease

In Star Pagodas		1050..	
In Fanams 2500 @ 46/80 ff Pagodas		53.35.40	
In Arcot Rupees 683 @ 3/4 ff %		182.28.40	
In Sonas Rupees 149 1/2 @ 206 ff		37.17.20	1087.23..

Sales of his Effects at Outcry as follow.

Carrykistna Chitty

2 Black Wood Round Tea Table		4.4.40.	
9 Arm Chairs		10.13.40.	
2 Shades		4.13.40.	
2 Shade Stands		2..27..	
14 Teak Wood Chairs some out of Repair	12.. ..		33.27.40

Hawker Mootovencaten

2 Mahogany Chairs		3.13.40	
Commodeur		1.13.40	4.27..

Simon

2 Chairs with Plank Bottoms		1.. ..	
1 Marrow Spoon W.7 Oz. 15/8 @ 1.5 ff Oz.		1..30.50	
2 Garnet Earrings		2.18..	
A Box with a pair of Brass Scales & Weights		4.37.40	
a Powder Box		1.22.40	
Memoirs of Count Lolly		.. 11..	
Walls Logick		.. 35..	
Ozelles Tellemachus		1.. ..	
10 English odd Books		1.4.00	15.9.10

Mr Wallis

6 Canvas Chairs		1.9..	
2 Rattan Couches		5.31.40	
1 Plank Do		1.27..	
2 Teak Wood Square Tables		5.13.40	
2 Teak Wood Shade Stands		2.. ..	
Carried Over	16.9..	52.58.50	1087.35.20

Brought Over Ps.		52:58:50	10,872:35:20
Brought Over.	16: 9: "		
1 Milk Spoon 1⅝ Oz: @ 15/ ℔ Oz	1: 30: 50.		
a Black wood Bureau & Almair	20. " "	38: 3: 50	
Mr Barwick —			
1 Black Wood Round Table		4: 18: "	
Doctor Simoens —			
1 Teakwood Round Table	3. 18: "		
1 Tortoise Shell Watch Case	1. 4: 60.		
1 Garnet Breast Buckle	2. 18: "	7. 4: 60.	
Mr Standford —			
a Small Chest		1: " "	
Mr John de Fries —			
1 Pair Silver Rose Water Bottles wg 12: 02: @ 1: 1/ ℔ Oz		12: 12: "	
1 Gilt Mug wg 10 02/4 @ 1: 5/ D:		12: 3: 50.	
1 Large Sauce Pan 12 3/4 @ 1: 1/ D:		12: 21: 20.	
1 Smaller D: 7 @ 1: 1/ D:		7. 3: 60.	
1 Gold Snuff Box		60. 18: "	
Recreacons Philosophos		2: 12: "	
Cursus Mathematicus		" 31: "	
a Mahogany Desk		10. 18: "	
1 P: of White & 1 P: of Red Handkerchiefs		2: 9: "	
a Copper Sweatmeat Pan		2. " "	
1 Carpet		1. " "	
an Empty Tea Box		1. " "	
a Black Wood Round Tea Table & a Tea Stand		2: 18: "	
a Black Wood Square Tea Tables		2: 4: 60:	
16 Gold Buttons		17: 9: "	
1 Pair Gold Sleve Buttons		5: 18: "	132: 3: 70.
Mr Adrian de Fries —			
2 Vellum Stones	" 6. 60.		
1 Cloke	6. 22. 60.		
1 Long Fowling piece	7. 9: "		
The Koranin English	1. 9: "	15: 11: "	
Mr Lewis de Fries —			
1 Fusil		4. 18: "	
Antonius			
a Chest of Drawers		10. 27: "	
Nengaty			
1 Kitchen Table	" 20: "		
a Calenkun & Furniture	9: 18: "		
1 Gold Stock Buckles wg 7 Pagodas	6. " "		
Carried Over Ps.	15: 38: "	263: 14: 50	10,872: 35: 20.

	Brought Over Pag.r		263.16.5	10872.35	20
	Brought Over	15.33.-			
	2 Pairs of Scales	2.9.-			
	1 Writing Table &a Soft to it	3.13.10			
	1 Copper Cuspidore	1.-			
	1 Piece Ozaree	3.-	25.25.10		
Callistro					
	5 Canisters of Lisbon Snuff		2.18.-		
Ditto	12 Table Spoons W.J Oz. 28½ @ 27/- @ 7/4 ſt.		21.10.30		
	Boyers Dictionary	1.22.10			
	Horas Portuguezas	.10.-			
	Horas Marianas	.21.-	23.27.70		
Tatapulle Vencatachellum					
	1 Soop Spoon W.J Oz. 8 11/16 @ 23¾ ſt.		5.26.25		
Ditto	11 Plates 6 Soop Plates, 9 Large Dishes, 11 Square Saucer, 2 Small Dishes 1 Turin Dish, 4 Glaſs Case Bottles 1 -, Butter Cup, 16 Wine Glaſs, 2 Wine Salts		9.22.10		
Mr. Briggs					
	9 Tea Spoons W.J Oz. 5½ @ 30½ ſt.		4.23.60		
Mr. Bodkin					
	6 Deserts Forks W.J 3 11/16 @ 25 ſt.		2.20.15		
	1 Gold English Watch	63.18.-			
	1 Watch Gilt Chain	15.-			
	1 Black Wood Square Table	6.13.10			
	1 Gold Watch Chain	3.22.10			
	1 Salver French Metal	1.9.-			
	a Bachgamon Table	2.9.-			
	1 Fusil	4.9.-			
	a Pair Silver Mounted	15.9.-			
	2 Silver mounted Swords	14.18.-			
	a Box with a pair of Brass Scales & Weights	6.-			
	2 China Small Scales	2.-			
	an Ink Stand	.20.-			
	a Canister with Chocalate	1.27.-			
	a Canister with Barley	.35.-			
	1 Box of Tea	5.-			
	a Medecine Box & Mortar & Pestle	9.9.-			
	2 Brass Basons	1.9.-			
	Inwish Spy	1.27.-			
	a Dutch Map Book	.25.-			
	Chinese Spy	2.-			
	Batchelor of Salamanca	.29.-			
	Burghson Human Nature	2.-	158.21.15		
	Carried Over Pag.r		189.30.60	10872.35	

Brought Over Pc. ... £89.30s.6d 108/2.35.20

M. Francisco Xavier da Costa

2 Salt Sellers with Spoons 10 oz. 9/2 @ 27/6 ... 7. 6. 10.
2 Silver Canda Sticks 10 oz. 10 5/16 @ 35 3/4 ... 10. 26.15.
1 Cruit Stand French Metal ... 7. 18. " 25.13.5

Colonel Kennedy

2 Round Waiters 19 oz. 19/8 oz. @ 30/10d ... 16. " 10.
2 Square Do. 9/2 @ 28/6 ... 13.32.10. 29.32.50

Agavelly

2 Silver Long Candle Sticks 10 oz. 13 3/4 @ 1/6 Pc. ... 13.27. "

Gregorio Abraham

1 Ruby Ring ... 11. 18. "
1 Ring with different Stones ... 6. " "
1 Small Table Clock out of Repair ... 22. " "
1 Silver Cork Screw ... 1. 20. " 41. 2. "

Nina Chitty

1 Large Musical Clock & Stand ... 130. " "
a Pair of Pocket Pistols ... 1. 13. 10.
1 Chest of Drawers ... 10. 9. "
1 Glass Salt, 1 pair of Brushes, 2 Carving Knives &c. ... 2. " "
an Iron Chest ... 40. " " 183. 22.10

Lendy Coorey Vencatasutty Chitty

4 Plain Swords ... 2. 4.10.

Vaiher Cundasiah

1 Silver Snuff Box ... 2. 9. "

Hawker Cundasutty

1 Gold Stock Buckle ... 6. 4.10.

Hawker Mootoo Comaron

1 Pinchback Buckle & 26 Chains ... " 33. "

Manilla Cundasiah

1 Gold Persian Seal ... 2. 27. "

Hawker Veerapermaul

1 Brass Coffee Pott, 2 Brass Chocolate Pots and 2 Brass Pans & a Brass Spoon with a Handle ... 1. 35. "

Ditto 1 Horn Mull Silver ... 13. "

Hawker Kistna

3 Pair Silver Shoe Buckles ... 3. 27. "

Ditto 1 Catty of Tea ... 15. "
Jacobs Common Law ... 16. "
Turkish Spy ... 1. 22.10. 2. 17.10

Carried Over Pag.e 798.5/6.35.10 87/235.20

	Brought Over Ps..	798.5.6	35.10.87.23.5.20.
Chadeapah —			
1 Pair Silver Knee Buckles		9..	
Chingama Chitty —			
Some Small peices of Silver		1.8..	
Michael Madoxc —			
1 Silver flat Candle Stick wt 7 oz. 7 @ 30 f.		5.30..	
Mr. Thomas Pelling —			
1 Gold French Watch with a Gold Chain	42.. ..		
1 Silver Mug Wt 7 oz. 6 3/8 @ 1.2.f.	7.9.20.	49.9.20	
P.. Marcal —			
15 Portuguize Books	5.. ..		
Olyma de Diogo Bernardo	.. 5..		
Discription of Venice	.. 5..		
Office of the Virgin	.. 5..		
a Guide for Dutch Language	.. 5..		
De Imitatione Christe	.. 5..	5.25..	
Gregorio Marcar Hallendar —			
an Old Spying Glass	4.9..		
a Mahogany Shaving Box	7.4.60.	11.13.60	
Mr. Lincoln —			
An Iron Smoother		1.. ..	
John Maddoxc —			
a Jar of Sacksay	1.9..		
History of Hindostan	3.4.60.		
Curso de Medicina	3.4.60.		
Alivio de Tristes	.. 13..		
The Office & Authority of a Justice of Peace	.. 12..		
Mystica Cidd. de Deos	.. 12..	8.27..	
Auddy Narrain Chitty —			
5 Copper Candle Sticks		1.9..	
Philip Jacob			
1 Piece Long Cloth		3.22.60	
Narrain Chitty —			
Bayly's Dictionary		3.13.60	
Hawker Terovengadum —			
The Holy Bible	.. 8..		
Aventuras de Thelemachos	.. 8..	.. 16..	
Carried Over Pag.r	885.7.5	5.10.87.23.5.20.	

	Brought Over Pag.r		885. 759. 15.	10872. 35. 20.
Mr. Joe					
Lochon Hurrain Understanding		1.. 18..			
Ijyah Sawmy					
Gibbons Roman History		1.. 22.. 40.			
Navrain					
Homers Oddysey		.. 11.. ..			
Lucas de Tonceca					
a Chest	1. 13. 40.				
1 Dispence Hnrair	5.. 4. 40.	6. 18..			
Hawker Tanajah					
a Plain Pistol	1.. 4. 40.				
an Empty Knive Case	1..				
6 Empty Jars	1.. 22. 40				
a Common Round Table	.. 16.. ..	4.. 7.. ..			
Trevengadum Hawker					
Callendars Voyages		1.. 31. 40.			
Pallatajah Chitty					
Guardian & Tatlers	1.. 31. 40.				
The War of the Carnatick	.. 19.. ..	2.. 14. 40.			
Saccaramanyan					
Perigrine Pickle		1. 18..			
Nammaya Chitty					
1 Europe Shawle & a Spear		1. 13.. 40.			
Jagoo Chitty					
a Razor Case & 4 Razors & a Strop & Razors		.. 22.. ..			
Salomons Grammar	1.. 4. 40.	1.. 26. 40.			
Troutbeck Condajah Chitty					
a Magnefying Glass	.. 16.. ..				
3 Case Bottles of Prtuguese Snuff	.. 35.. ..				
3 Old Lanthorns	3.. 4. 40.	4.. 19. 40.			
Lawrence					
5 Pieces Moorcas	6.. 9.. ..				
a Gold Head Cane	7.. 9.. ..	13. 18.. ..			
Mr. Fouquer					
6 Pieces of Nankeen	4..				
16 Bottles of Diff.t Ligors	4.. 27.. ..	8.. 27.. ..			
			928. 1004. 15.		
@ 46 f. p.r a Pagoda		21. 38. 15.		949. 38. 15.	
Carried Over Pag.r				11823. 1. 35.	

Brought Over Pag.r		11823	1. 35.
Received for Sale of the following Articles			
From Mr. Bodkin for Quick Silver 2/3 161¼ Lbs. @ 160 Rs. p Picul		181.	23. 20.
From Sundries for 17 Bags of Rice @ 3½ p Bag		59.	23. "
From Sundrys for 64. 8. of Musk		663.	1. 60
Recovered the following Debts			
From Mr. Francis Lautour in full of his Bonds for			
Principal	2000. " "		
Interest for 1 Month @ 12 p Cent p Annum	20. " "	2020.	" "
From Michael de Reburreicao Principal of his Two Notes		200.	" "
From Mr. J.C. Bartholma in full of his Two Bonds			
for Principal	2000. " "		
Interest	46. 23. 60	2046.	23. 60
From Cavry Kistna Chitty in full of his Two Bonds as p			
account Current		1073.	16. "
From Joannes Martinus in full of his Bond		339.	25. 15.
From Henry Dawson in part of his Debt		75.	" "
From Soobroy Chitty in full of his Debt with Interest		171.	9. 60.
From the Trustees of Frank & Willoughby for a Dividend on the			
Amount of their Debt		69.	12. 66
		21722.	28. 36.
Outstanding Debts on Bonds, Notes of Hand & Balance of Account the			
Recovery of which are deemed desperate			
Nabob Omdut Ul Omrahs Bond Dated 1st May 1778			
for Principal	15998. 23. "		
Herudecaun's Bahauder Deceased his Bond dated			
6 January 1776 for	1200. " "		
Abdul Mahabood Cawn his Interest Bond			
dated 17 June 1780 for	3546. " "		
His Receipt for	100. " " 3646.	" "	
Hussen Ally Cawn his Interest Bond dated			
11th. Janry 1780 for	1500. " "		
Henry Dawson his Interest Bond &			
Receipt for	178. " "		
Deduct Received in part	75. " " 103.	" "	
Obtul Rupsell Boy his Note of Hand for	25. " "		
Oliveira Poyra due from him on Balance of			
his Note of Hand for Pag.s 300	75. " "		
Dicorsted due from him on Ballance of his			
Note of Hand for Pagodas 100	70. " "		
Carried Over Pag.s	33465. 23. "	21722.	28. 36.

Brought Over Pagt.	33415.23..	21722.28.36.
Moolal Chitty Cash Sent Saine	25.. ..	
Frank & Willoughby their Bond dated 24th November 1778 for Pagt.	500.. ..	
a Watch Sold them for	107.10.00.	
	607.10.00.	
Deduct Received a Dividend	69.12.06.	537.33.74.
Sanjan Linga Chitty Deceased as p his Bonds	3000.. ..	
Sancara Namasevoij Chitty Deceased & Cooly Chitty as p their Bonds & Acct Curt	1750.. ..	
Callaccoory Namasevoy Chitty his Interest Bond for	200.. ..	
Due from the Estate of Alexander Bonnar	62.. ..	
Due from Gocul Sarvady	1000.. ..	
Due from Mahomed Coop Deceased	1200.. ..	
Amount of Outstanding Debts deemd Desperate	6190.20.74.	
	6293.13.30.	

N.B. Concern with Mr. DeSouza in Five Chests of Opium Sent to the Eastward. wherein the Deceased is One half Concerned

Garden House Situated at Marmelong.

The within named Thomas Pelling John De Tries and Peter Bookin severally make Oath and say that the within contains a true and Perfect Inventory of all and Singular the Goods Chattels and Effects of Adrian Fourbech which since his Decease have Come to their knowledge Power and possession.—

Sworn to before me by the above Deponents this 25th Day of November 1791.—

Thos. Pelling
The Mark of ⊣ John de Tries
Peter Bookin
} Exect.rs

J. Daly Alon.

H. DuPuy Proctor

Dr. The Estate of Adrian Fourbeck Deceased.

1783				
Febry.	22d To Cash paid for the following Funeral Charges			
	39 Mauors Candles @ 4 3/4 ℔ Mauro	11. 11. 60.		
	Padre Victors Bill	57. 8. "		
	Undertakers Bill	165. 12. "	236. 31. 60.	
	To Cash Distributed in Charity		100. " "	
	24 To Cash paid the following Legacys.			
	Padre Victor for the Madras Church	200. " "		
	Caria Kistna Chitty	200. " "		
	Soobrya Chitty	100. " "		
	Mr. Thomas Belling	1000. " "		
	Mrs. John de Fries	1000. " "		
	Mr. Peter Bodkin	1000. " "		
	Alexander de Fries	300. " "		
	Adrian de Fries	50. " "		
	John de Fries Junr.	50. " "		
	Miss de Fries	50. " "		
	Lewis De Fries	50. " "		
	Thomas de Fries	50. " "		
	Mrs. De Fries Senr.	50. " "		
	Mrs. De Fries	50. " "		
	Mrs. Elizabeth Gibson	50. " "		
	Roza the Daughter of Shoreza de Monte Deceased	100. " "		
	Francisco Joseph & his Daughter	150. " "		
	Michael de Reserveiras & his Daughter	100. " "		
	Robert Williamson	20. " "	4570. " "	
March.	1st To Cash paid for a Bureau given to Antonioues		10. 36. 60.	
	" To Dr. paid Cooley hire removing the Effects from the House		1. 24. "	
	" To Dr. paid for House Rent for one Month		11. " "	
	4th To Ditto Doctor Domingos Vancolister D'Roza for his Allowance		5. " "	
	6th To Dr. paid Mootoo 2 Pags. & the Old Nurse 1 Pagoda making together		3. " "	
	" To Cash paid 3 Gardeners Wages for Last Month		2. 30. "	
	8th To Ditto Cryer making the Outcry		1. " "	
	31st To Ditto 3 Gardeners Wages for this Month		2. 30. "	
		Carried Over Pags.	4918. 6. "	

in Account with the Executors ____ Cr

1783				
December	31st By Amount of the Inventory of this Date including Outstanding and Desperate Debts	6291	13	30
	By Cash Received of the Mount Gardeners	13	"	"
		6292	13	30

Carried Over Pr. ... 6292 13 30

1783		Brought Over Pag.r		1948	6 "
March	31 To Cash paid Cooleys Cutting the Trees			1 "	"
	" To Ditto for 7 Mourning made to Antonino & his Children			6	5 "
	" To Ditto Legacy to Henry Dawson			20 "	"
	" To Ditto paid Henry DaRuy Proctor, his Bill of Charges for Proving the Will &c.a			35	17 20
	" To a Tomb Stone Engraving &c.a			70 "	"
1784	" To Antonino for his Legacy agreeable to the last Will for allowing unto him the annual Interest during his natural life			2000 "	"
Decem.r	31 To the following Outstanding Debts, the Recovery whereof are quite Desperate, except what are due from Frank & Willoughby & Henry Dawson whose Debts may in part be forthcoming in course of time.				
	Nabob Omdut ul Omrahs Bond dated 1.st May 1778 for Principal			15998	23 23
	Kerudecaunis Bahauder Deceased his Bond Date 6 January 1776 for			12000 "	"
	Abdul Mahomed Cawn his Interest Bond date 17 June 1780 for	3564 " "			
	His Receipt for	100 " "		3664	" "
	Hussen ally Cawn his Interest Bond dated 14 January 1780 for			1500	" "
	Henry Dawson his Interest Bond & recit for Pagodas	178 " "			
	Deduct Received in part	75 " "		103	" "
	Obtul Russell Boy his Note of Hand for			25 "	"
	Oliveira Boyra due from him on Balance of his Note of hand for Pagodas	300 " "		75 "	"
	Dieurstedt due from him on Balance of his Note of Hand for Pagodas	100 " "		70 "	"
	Mootall Chitty Cash Lent him			25 "	"
	Frank & Willoughby their Bond dated 21.st November 1778 for Pagodas	500 " "			
	a Watch Sold them for	107 . 10 . 40			
		607 . 10 . 40			
	Deduct Received a Dividend	69 . 12 . 46		537	33 74
	Tanjan Linga Chitty Deceased as p his Bond			3000 "	"
		Carried Over Pag.s		36978	20 74

70 80 28 20

Brought Over Pagodas. 6296.13.30

Carried Over Pag:s 6296.13.30.

Brought Over Pag.r		7080. 28. 20.
Brought Over Pag.a 36978: 20: 74.		
Sancara Namasevoy Chilly Deceased and		
Cooly Chilly as p.r their Bond & account Curr.t 1750:	" "	
Callaccoory Namasevoy Chilly his Interest		
Bond for	200. " "	
Due from the Estate of Alexander Bonnar	62. " "	
Due from Gocul Sarvady	1000. " "	
Due from Mahomed Exoof Deceased	1200. " "	4.190. 20. 74.
To Commission on the Realized Amount of the East Pagodas 21735: 28: 36. @ 5 p.r Cent.		1086. 28. 36.
		69358. 5. 50.
To Balance to be disposed of according to the disposition in the Will		13562 7. 60.
Pagodas		62926. 13. 30

Madras 31.st

The within named Thomas Belling John De Fries and Peter Bookin make Oath and say that the within account of the Estate of Adrian Fourbeck Deceased is true.

Sworn to in Madras
by the above named Deponents
this 25.th Day of November 1791.

J. Daly. Alm.

H. Du Puy Proctor

Brought Over Pagodas 629 26 13 30.

Pagodas 629 26 13 30.

December 1784.

Errors Excepted

Tho.s Pelling
The.s Mark.s & Jn.o Tries } Executors
Peter Bodkin

0777

The Mayor's Court at Madraspatnam.

L.S.

Mayor's Court

To David young a Creditor to the Estate and Effects of Anas O Quin Deceased.

Send Greeting

Whereas the said Anas O Quin having departed this Life Intestate We desirous that the Goods, Chattels and Credits of the said Deceased be well and truly Administered, and Disposed of, and that the Credits of the said Deceased be Demanded and Received, and all his just Debts paid, as far as his Goods, Chattels and Credits shall extend, and the Law Oblige, Do hereby, Relying on your Fidelity, Commit to you the Administration of all and Singular the Goods, Chattels and Credits to the said Deceased in any wise Belonging, being first Sworn well and truly to Administer the same, and also to Exhibit into this Court a true and perfect Inventory of all the said Goods, Chattels and Credits on or before the Fifth Day of January next Ensuing, and to render into this Court a true and Just Account of all the Effects of the said Deceased, on or before the Fifth Day of July which will be in the year of our Lord One thousand Seven hundred and Ninety two. And We do by these presents appoint you Administrator of all and Singular the said Goods, Chattels and Credits. Given under the Seal of the said Court, and under the Hands and Seals of Josias DuPré Porcher Esquire Mayor of Madraspatnam, and of Mr. James Amos One of the Aldermen of Madraspatnam this Thirtieth Day of November Anno Domini 1791.

G. Taylor
Regr.

Jos. Du Pré Porcher Mayor of Madraspatnam (L.S.)

James Amos One of the Aldermen of Madraspatnam (L.S.)

Copy of Oath Administered to David Young on the 5th Day of July 1791.

You Swear that you believe Aneas O Quin died without making any Will that you are a Creditor to the said Deceased that you will faithfully Administer his Effects by paying Debts so far as the said Effects shall extend and the Law will Oblige you and that you will Cause all the said Effects to be appraised and make a true and perfect Inventory of them at or before the Fifth Day of January Next Ensuing, and likewise a true and Just Account of this your Administratorship at or before the Fifth Day of July which will be in the year of our Lord One thousand Seven hundred and Ninety Two.

So help you God!

1079

The Mayors Court at Madraspatnam.

L.S.

To Vydinadah Chitty Son and Heir to Sanapah Chitty Singa Chitty Deceased

Send Greeting

Whereas the said Sanapah Chitty Singa Chitty having Departed this Life Intestate We desirous that the Goods, Chattels and Credits of the said Deceased be well and truely Administered, and disposed of, and that the Credits of the said Deceased be demanded and Received, and all his just Debts paid, as far as his Goods, Chattels and Credits shall extend, and the Law Oblige. Do hereby, relying on your Fidelity, commit to you the Administration of all and Singular the Goods, Chattels and Credits to the said Deceased in any wise belonging, being first Sworn well and truly to Administer the same, and also to exhibit into this Court, a true and perfect Inventory of all the said Goods, Chattels and Credits on or before the Twenty Second Day of May next Ensuing, and to render into this Court a true and just Account of all the Effects of the said Deceased, on or before the Twenty Second day of November which will be in the year of Our Lord One Thousand Seven Hundred and Ninety two. And We do by these Presents appoint you Administrator of all and Singular the said Goods, Chattels and Credits. Given under the Seal of the said Court and under the Hands and Seals of Josias DuPré Porcher Esquire Mayor of Madraspatnam and of Mr. Henry Readhead One of the Aldermen of Madraspatnam this First Day of December Anno Domini One Thousand Seven Hundred and Ninety One.

Mayors Court

C. Saylor
Regr.

Jos. Du Pré Porcher
Mayor of
Madraspatnam

L.S.

H. Readhead
One of the Aldermen

L.S.

Copy of Oath administered to Vydianadah Chitty on the 22.nd Day of November 1791

You Swear that you believe Sanapah Chitty Singa Chitty died without making any Will that you are Son and Heir to the said Deceased that you will faithfully Administer his Effects by praying Debts so far as the said Effects shall extend and the Law will Oblige you and that you will Cause all the said Effects to be appraised and make a true and Perfect Inventory of them at or before the Twenty Second Day of May next Ensuing, and likewise a true and Just Account of this your Administratorship at or before the Twenty Second day of November which will be in the Year of Our Lord One Thousand Seven Hundred and Ninety two.

So help you God!

1081

The Mayor's Court at Madraspatnam.

L.S. To Goculdoss Erochun Amy to Goverdondoss Son and Heir to Vetula Doss Deceased.

Mayor's Court

Send Greeting

Whereas the said Vetuladoss having departed this Life Intestate we desirous that the Goods, Chattels and Credits of the said Deceased be demanded and received, and all his just Debts paid, as far as his Goods, Chattels and Credits shall extend, and the Law Oblige. Do Hereby, Relying on your fidelity, Commit to you the Administration of all and Singular the Goods, Chattels and Credits to the said Deceased, in any wise belonging, being first Sworn well and truly to Administer the same, and also to exhibit into this Court, a true and perfect Inventory of all the said Goods, Chattels and Credits on or before the Fifteenth day of May next Ensuing, and to render into this Court a true and just Account of all the Effects of the said Deceased, on or before the Fifteenth day of November which will be in the year of Our Lord One thousand Seven hundred and Ninety two. And We do by these Presents Appoint you Administrator of all and Singular the said Goods, Chattels and Credits. Given under the Seal of the said Court and under the Hands and Seals of Josias DuPré Porcher Esquire Mayor of Madraspatnam and of Mr. Henry Readhead One of the Aldermen of Madraspatnam this First Day of December Anno Domini One thousand Seven hundred and Ninety One.

G. Saylor Regr.

Jos. du Pré Porcher Mayor of Madraspatnam L.S.

H. Readhead One of the Aldermen of Madraspatnam L.S.

Copy of Oath Administered to Gouldoss Brochun Anny to Goverdendoss on the 15th Day of November 1791.

You Swear that you believe Vituldoss died without making any Will that you are Brochun Anny to Goverdendoss Son and Heir of Vetuladoss Deceased that you will faithfully Administer his Effects by paying Debts so far as the said Effects shall extend and the Law will Oblige you and that you will Cause all the said Effects to be appraised and make a true and Perfect Inventory of them at or before the Fifteenth Day of May next Ensuing, and likewise a true and Just Account of this your Administratorship at or before the Fifteenth Day of November which will be in the year of Our Lord One thousand Seven hundred and Ninety two.

So help you God!

1083

In the Name of God, Amen, I Lionel Westropp Captn
in the Honble the East India Company's Service do make this my
Last Will and Testament hereby Revoking all former Wills made by
me, and being in sound Mind & Perfect Memory, altho in a
Sickly State of Body, I write this with my own Hand in Ganjam
Janry 31st 1791. Hoping, (when it shall please the Almighty to take
me out of this miserable World,) that my Immortal Soul shall find a
happy Resurrection thro the infinite Mercy of my Great Creator; & desiring
that I may be buried with Private Decency and I Request my
Worthy Friends, Mathew Suder Esqr, and James Richardson Esqr
Surgeon, to be my Executors, to which I appoint them, by this Will.
I leave to Omeen the Moor Woman, who has lived with me
some years, & who is now in my House the Sum of Two thousand Rupees.
I leave the Residue & Remainder of my Estate & Effects
in India to be devided between my two Natural Children now living
in the House with me, One named Henry Westropp & the other named
George Westropp, in equal proportions & Request my Executors to have
them fitted for some usefull Trade or Employment to enable them to
live comfortable with what may be their Share, & I desire that if either
of them may die, (I mean my natural Children Henry or George)
before they attain the age of Twenty one years & in that case the
Survivor to have the whole & if they should both die before they reach
that age, then, & in that case, the whole to be remitted by my Executors or
the Heirs to Europe & there to be devided between my Sisters, that may
be living at the time, & I desire that nothing in the foregoing Article,
may be a bare to prevent my Executors from advancing any part of their Respective

Shares to the afore named Henry & George my Natural Sons. if it should be found necessary for their advancement in Trade or otherwise necessary for them, which is to be done at the discretion of my afore named Executors.—

Witness my Hand

Lionel Westropp

By my Estate & Effects, as mentioned in my Will, I mean all my Cash, Debts due to me & Property of every kind in India

Witness Present—

Vencatarow Brahmin

LW.

This is to Certify that the within is the Testament of the Deceased Capt.n Westropp to which Mr. James Richardson attested before us on the 5.th day /fifth/ of November 1791.—

Hy Crawford

Thomas Brodgrigs

Examined Compared and Carefully Collated with the Original Will proved in the Honble the Mayor's Court at Madraspatnam and attested to be a true Copy.—

1085

L. S.

By the Mayor's Court at Madraspatnam.

Be it Known to all Men that on the Eleventh Day of October Anno Domini One Thousand Seven Hundred and Ninety one the Last Will and Testament of Lionel Worthy Deceased was Exhibited, read and proved before this Court, and Administration of all and Singular the Goods, Chattels and Credits to the said Deceased in any wise belonging was and is hereby Committed to Mr. James Richardson One of the Executors in the said Last Will named, being first Sworn well and truly to Administer the same, and to pay the Lawful Debts of the said Deceased, and the Legacies in the said Will contained, as far as the Goods, Chattels and Credits of the said Deceased shall extend and the Law Oblige, and also to Exhibit into this Court a true and Perfect Inventory of all and Singular the said Goods, Chattels and Credits on or before the Fifth Day of May next Ensuing, and to render into this Court a true and just Account of all the Effects of the said Deceased, on or before the Fifth Day of November which will be in the year of Our Lord One Thousand Seven Hundred and Ninety [illegible] Given under the Seal of the said Court, and under the Hands and Seals of Josias DuPré Porcher Esquire Mayor of Madraspatnam and of Mr. Henry Readhead One of the Aldermen of Madraspatnam this Third day of December One Thousand Seven Hundred and Ninety One.

Mayor's Court

G. Saylor
Regr.

Jos. DuPre Porcher Mayor of Madraspatam L. S.

H. Readhead One of the Aldermen of Madraspatnam L. S.

Copy of Oath. Administered to Mr. James Richardson on the 5th. November 1791. —

You Swear that you believe this to be the Last Will and Testament of Lionel Westropp Deceased and that you are One of the Executors therein named and that you will Execute the said Will by paying Debts and Legacies so far as the said Effects will extend and the Law will Oblige you and that you will cause all the said Effects to be appraised and make a true and perfect Inventory of them at or before the 5th. Day of May next Ensuing. and likewise a true and just Account of this your Executorship at or before the 5th. Day of November which will be in the year of Our Lord One thousand Seven hundred and Ninety two.

So help you God!

Madras the 15th. day of October 1791.

In the Name of God Amen!

I Robert Brockie, Serjeant in the Honble Company's Service, and Born in Falla, and Parish of that name, in the County of Mid-Loathian in the Kingdom of Scotland, being very Sick & weak in Body, but of perfect mind & Memory thanks be given unto God, Calling to mind the Mortality of my Body, & knowing it is appointed for all men once to Die, Do make & ordain this my Last Will and Testament, That is to say, ~~Imprimis~~ principally & first of all I give and Recommend my Soul into the Hands of the Almighty God that gave it, and my Body I recommend to the Earth, to be Buryed in a Decent Christian Burrial (at the Descretion of my Executors) nothing doubting but at the General Resurection, I shall Receive the same again, by the Power of the Almighty God.

As to what Worldly Matters or Estate, God has been pleased to bless me with, is Situated and lays as follows, Viz.t Major John Short of the Honble Company's Service Stands indebted to me, the Sum of Four Hundred and Forty two & a half (442½ Star Pagodas, which was on my Petitioning the Governor in Council, for their interference to Cause Major Short pay me, & which was by that Honble Board, under date the 19.th January 1791, directions given, to Edward Garrow Esqr. Pay Master at Tritchinopoly, to Stop from the said Major Short @ the rate of Sixty (60) Pagodas pr. Month until the whole Sum be paid up, then the said Sum to be Remitted by Mr. Garrow Pay Master as above mentioned, to Benj.n Roebuck Esqr. Paymaster General at Fort St. George, then the aforesaid Sum

to

to be paid to me being my just Property. In consequence of this my
Estate as above mentioned, and in order to receive and also to Dispose of
the same according to this my last Will and Testament, I ordain
and appoint my Good and Worthy Friends Mr. John Storey
of Madras and Serjeant James Clemons of Fort St. George to be
wholely & Solely my Executors, to act for me after my Decease
agreeably to the Tenor of this my last Will & Testament.—
After the Small Sums under mentioned is paid out
of my Estate, the Remainder of what I may Die worth or possessed
of, to be equally divided among my Brothers and Sister Surviving,
Viz.t John, Thomas, James and Elizabeth Brockie, and to be paid
into the hands of Captain James Dalrymple of the Honble Company's
Service, or to his order, to be forwarded by him to my friends in Europe.
In case of his Decease the same trust to be submitted to his Brother
Lieut.t Simon Dalrymple, and he to act according to these
instructions respecting my Relations: In case of Both the afore-
said Gentlemen's Decease I direct that my Worthy Friends as
nominated my Executors will perform this my Request.—

In the first place— to Sundry Persons which I stand
indebted to, I direct the same to be first paid Viz.t

	P.	F.	G.
To Mr.s Russell	2	12	"
Mr.s Turner	3	"	"
Serj.t Tossell and a Drummer	1	27	"
Serj.t Samson	2	22	40
Serj.t Clemons	10	"	"
Total Pag.s	19	16	40

Secondly... I give and bequeath unto my well beloved Friend Serjeant James
Clemons

Clemons, of Fort St. George the Sum of Twenty Five (25) Star Pags. to be paid out of my Estate after my Decease.

Thirdly. I also give and bequeath in the same manner to my Well wisher & Friend Patrick Chalmers, of Fort St. George the Sum of Twenty Five (25) Star Pags. to be paid out of what I am worth or possessed of at my Demise.

Fourthly, and Lastly— I give and Bequeath unto Serjt. Matt. O'Bryan, of Fort St. George the Sum of Fifteen (15) St. Pags. for his kindness to me. To be paid as above mentioned.—

According to this my Last Will and Testament, I in Witness whereof, I have Set my hand and Seal, where no Stamp Paper can be got in the General Hospital of Fort St. George this 15th. day of October, and year of Our Lord, One thousand Seven hundred & Ninety One.—

Witness's { William Case / William + Conner (his mark) / James Munro }

Robert Brockie (L.S.)

Examined Compared and Carefully Collated with the Original Will proved in the Honble the Mayor's Court at Madraspatnam and Attested to be a true Copy.—

Mayor's Court

the Mayor's Court at Madraspatnam.—

Be it Known to all Men that on the Eighth Day of November Anno Domini One thousand Seven hundred and Ninety one the Last Will and Testament of Robert Brockie Deceased was exhibited read and proved before this Court, and Administration of all and Singular the Goods, Chattels and Credits to the said Deceased in any wise belonging was and is hereby Committed to John Storey and Serjeant James Clemons, the Executors in the said Last Will named, being first Sworn well and truly to Administer the same, and to pay the Lawful Debts of the said Deceased, and the Legacies in the said Will contained, as far as the Goods, Chattels and Credits of the said Deceased shall extend and the Law Oblige, and also to exhibit into this Court a true and perfect Inventory of all and Singular the said Goods, Chattels and Credits on or before the Eighth day of May next Ensuing, and to render into this Court a true and just Account of all the Effects of the said Deceased, on or before the Eighth Day of November which will be in the year of Our Lord One thousand Seven hundred and Ninety two Given under the Seal of the said Court, and under the Hands and Seals of Josias DuPré Porcher Esquire Mayor of Madraspatnam and of Mr. Henry Readhead One of the Aldermen of Madraspatnam this Seventh day of December One thousand Seven hundred and Ninety One.—

G. Saylor
Regr.

Jos. DuPré Porcher, Mayor of Madraspatnam (L.S.)

H. Readhead, One of the Aldermen of Madraspatnam (L.S.)

1091

Copy of Oath Administered to John Storey and Sergeant James Clemons on the 8th. Day of November 1791

You Swear that you believe this to be the Last Will and Testament of Robert Brochie Deceased and that you are the Executors therein named and that you will faithfully Execute the said Will by praying Debts and Legacies so far as the said Effects will extend and the Law will Oblige you and that you will Cause all the said Effects to be appraised and make a true and Perfect Inventory of them at or before the Eighth day of May next Ensuing, and likewise a true and Just Account of this your Executorship at or before the Eighth day of November which will be in the year of Our Lord One thousand Seven Hundred and Ninety Two

So help you God!

1092

Camp near Bangalore
11th Novr 7 o'clock p.M.

My Dear Barry

My particular friend Lieut. Etherington will transmit you this An unfortunate Accident has befallen me this Evening which must be done away by no less affair than a Duel the particulars of which you are to learn hereafter. You who have been so kind a friend to Me while living will not forsake Me when I shall be no more I do therefore & very confidently Expect that you will Settle all and every Account against me in this Country should such Effects as I have not prove adequate you will draw for any ballance — that may be due on my Father.—

With every Sincere wish for your Constant prosperity & — happiness I am Unalterably —

Yours
Rob.t Bell

"Endorsement on the Back of the Will"

To Thomas Barry Esq.r
Madras

Examined Compared and Carefully Collated with the Original Will proved in the Honble the Mayor's Court at Madras=patnam and Attested to be a true Copy.—

1093

By the Mayor's Court at Madraspatnam

L.S.

Mayor's Court

Be it known unto all Men that on the Twenty ninth Day of November Anno Domini One thousand Seven hundred and Ninety one the last Will and Testament of Robert Bell Deceased was exhibited read and proved before this Court, and administration of all and Singular the Goods, Chattels and Credits of the said Deceased in any wise belonging was and is hereby Committed to Mr. Thomas Barry Sole Executor in the said last Will named, being first Sworn well and truly to Administer the same, and to pay the Lawful Debts of the said Deceased, and the Legacies in the said Will contained, as far as the Goods, Chattels and Credits of the said Deceased shall extend and the Law Oblige, and also to exhibit into this Court a true and Perfect Inventory of all and Singular the said Goods, Chattels and Credits on or before the Twenty ninth Day of May next Ensuing, and to Render into this Court a true and just Account of all the Effects of the said Deceased, on or before the Twenty ninth Day of November which will be in the year of our Lord One thousand Seven hundred and Ninety two. Given under the Seal of the said Court and under the Hands and Seals of Josias DuPré Porcher Esquire Mayor of Madraspatnam and of Mr. Henry Readhead One of the Aldermen of Madraspatnam this Seventh Day of December 1791.

G. Saylor
Regr.

Jos.h DuPré Porcher Mayor of Madraspatnam L.S.

H. Readhead One of the Aldermen of Madraspatnam L.S.

Copy of Oath administred to Mr. Thomas Parry, on the 29th Day of November 1791.

You Swear that you believe this to be last Will and Testament of Robert Bell Deceased and that you are the Sole Executor therein named and that you will faithfully Execute the said Will by praying Debts and Legacies so far as the said Effects will extend and the Law will Oblige you and that you will Cause all the said Effects to be appraised and make a true and perfect Inventory of them at or before the 29th Day of May next Ensuing; and likewise a true and Just Account of this your Executorship at or before the 29th Day of November which will be in the year of our Lord One thousand Seven hundred and Ninety two.

So help you God!

1095

The Mayors Court at Madraspatnam.

L.S.

To Arenvayel Teriumaliaprah Moodeliar Son to Arenvayel Coanaryaprah Moodeliar Deceased.

Send Greeting

Mayors Court.

Whereas the said Arenvayel Coanaryaprah Moodeliar having departed this Life Intestate We desirous that the Goods, Chattels and Credits of the said Deceased be well and truly Administered and disposed of, and that the Credits of the said Deceased be demanded and received, and all his just Debts paid, as far as his Goods, Chattels and Credits shall extend, and the Law Oblige, Do hereby, relying on Your Fidelity, Commit to You the Administration of all and Singular the Goods, Chattels and Credits to the said Deceased, in any wise belonging, being first Sworn well and truly to Administer the same, and also to exhibit into this Court a true and Perfect Inventory of all the said Goods, Chattels and Credits on or before the Sixth Day of June next Ensuing, and to render into this Court a true and Just Account of all the Effects of the said Deceased, on or before Sixth Day of December which will be in the year of our Lord One thousand Seven hundred and Ninety two. And We do by these Presents Appoint you Administrator of all and Singular the said Goods, Chattels and Credits. Given under the Seal of the said Court and under the Hands and Seals of Josias DuPré Porcher Esquire Mayor of Madraspatnam and of Mr. Henry Readhead One of the Aldermen of Madraspatnam this fourteenth Day of December 1791.—

Jos. DuPre Porcher Mayor of Madraspatnam L.S.

H. Readhead One of the Aldermen L.S.

G. Saylor Regr.

Copy of Oath Administered to Arenvoyel Sevumaliapah Moodeliar

on the 6th Day of December 1791

You Swear that you believe Arenvoyel Coanaryapah Moodeliar died without making any Will that you are Son of the said Deceased that you will faithfully Administer his Effects by paying Debts so far as the said Effects shall extend and the Law will oblige you, and that you will Cause all the said Effects to be appraised and make a true and Perfect Inventory of them at or before the 6th Day of June next Ensuing; and likewise a true and just Account of this your Administratorship at or before the 6th Day of December which will be in the year of Our Lord One thousand Seven Hundred and Ninety two.

So help you God!

1097

1095

The Mayor's Court at Madraspatnam

L. S.

To Mr Richard Kinchant next of Kin to John Jones Winwood Deceased.

Send Greeting

Whereas the said John Jones Winwood having departed this Life Intestate We desirous that the Goods, Chattels and Credits of the said Deceased be well and truly Administered, and that the Debts justly due to and from the said Deceased be Discharged and Received, and all his just Debts paid, as far as his Goods, Chattels and Credits shall extend, and the Law Oblige, Do hereby, relying on your Fidelity, commit to you the Administration of all and Singular the Goods, Chattels and Credits of the said Deceased and in any wise belonging, being first Sworn well and truly to Administer the same, and also to exhibit into this Court a true and Perfect Inventory of all the said Goods, Chattels and Credits on or before the Third Day of June next Ensuing, and to render into this Court a true and Just Account of all the Effects of the said Deceased, on or before the Third day of December which will be in the year of Our Lord One thousand Seven hundred and Ninety two. And We do by These Presents Appoint you Administrator of all and Singular the said Goods, Chattels and Credits. Given under the Seal of the said Court and under the Hands and Seals of Josias DuBoc Porcher Esquire Mayor of Madraspatnam aforesaid & Mr Henry Readhead One of the Aldermen of Madraspatnam this Fifteenth day of December 1791.

G Saylor
Regr

Jos. Du Pre Porcher Mayor of Madraspatnam (L. S.)

H. Readhead One of the Aldermen of Madraspatnam (L. S.)

Henry [illegible]
Day of December 1791.

G Saylor
Regr

Jos. Du Pre Porcher Mayor

H. Readhead One of the Aldermen

Copy of Oath Administered to Mr. Richard Kinchanton
the 3rd Day of December 1791.—

You Swear that you believe John Jones
Winwood died without making any Will that you are next
of Kin to the said Deceased that you will faithfully Adminis-
ter his Effects by paying Debts so far as the said Effects shall
extend and the Law will Oblige you, and that you will
cause all the said Effects to be appraised and make a true —
and Perfect Inventory of them at or before the Third day of
June next Ensuing, and likewise a true and just Account of this
your Administratorship at or before the Third Day of December
which will be in the year of Our Lord One thousand Seven
hundred and Ninety two.

So help you God.'

1099

Filed 9th August 1785.

To the Honble the Mayors
Court at Madraspatnam.

The 11th June 1785.

On which Day Mr. Peter Walker as Proctor for Hawkum Cawn and Cauder Cawn prayed that Letters of Administration might be granted unto them in the Estate and Effects of Sillem Cautoo Deceased the former as Son in Law and the Latter as Grand Son to the said Deceased and Yedool Cawn Attorney to Saull Bibby having claimed a preferable right to have Letters of Administration granted to him to the said Estate. The said Proctor said on behalf of the said Opponents on Sundry days pray this Honble Court that the said Proponent might deliver in Allegations with Regard to the said Matter to which Mr. Charles Baker as Proctor for the said Proponent did Consent.

And now the said Proponent by all better and more effectual ways and means of Law to all Intents and purposes in the Law whatsoever does allege and say that the said Hawkum Cawn and Cauder Cawn the Opponents have no right or Title to the Estate of the said Sillem Cautoo Deceased for the Reasons herein after mentioned.

First. . . . That Sillem Cautoo the Wife of Hussain Cawn Brother to Causem Cawn Husband to this Proponent did some time in Monsieur De Labourdonnais Seige purchase a Boy about Two years Old named

Abdoolah

Abdoolah for the Sum of Two Pagodas, that the said Abdoolah was afterwards brought up in the Family in no other Capacity than as a Slave That a few years after when the said Abdoolah arrived to age of Maturity he had by a Woman whom he kept two Children to wit a Girl named Karimah, and a Boy named Cauder (the latter being one of the Opponents in this Matter named) - That the said Abdoolah some time after departed this Life at a place called Caulestree and soon after the said Sillem Cautoo also departed this Life without any Lawful Issue when the said Hawkim Cawn and Cauder Cawn availing themselves of the absence of Cassim Cawn the next of Kin took possession of the Estate and Effects and also of all the Papers of the said Sillem Cautoo to the Amount of nearly One thousand Pagodas as well as all and every the Sannuds Parwanahs &c. Writings belonging and relating to the Fort of Poonnally as well as the Slave Bill of the said Abdoolah.-

Secondly. That some time after the Death of the said Sillem Cautoo as aforesaid the said Hawkim Cawn Married the before mentioned Karimah Sister of the said Cauder and now stiles himself the Son in Law of the said Sillem Cautoo but who in reality is no more neither can be considered in no other light than as a Slave of this Proponents family.-

Thirdly. This Proponent saith that immediately after the death of the said Sillem Cautoo, Cassim Cawn this Proponents Husband and Brother in Law to the said Deceased did on Account of his absence empower one Agapeery Shaddeus Calender an Armenian Merchant

to

to pray for Letters of Administration in the Kings Ordinary of
this Honble Court to the Estate and Effects of the said Sillem Cautoo
Deceased and which was accordingly granted him, Copy of which
said Letters of Administration is herewith Annexed for the Ins-
pection of this Honble Court and which this Proponent prays
may be admitted as part of this her Allegations the Original
whereof is in this Proponents possession and ready to be produced
when required. —

Fourthly. This Proponent saith that even had the said Sillem Cautoo
or the said Hussain Cawn Adopted the said Abdolah properly —
and Conformant to the Rules and Practice of the Parsys Cast which
this Proponent doth not admit to be the case the Opponents can
have no Claim to the Estate of the said Hussain Cawn or to
that of Sillem Cautoo because the Laws of the Parsys Cast allows
of no Inheritance to Adopted Sons. —

Lastly. This Proponent saith that all and Singular the aforesaid premises
were and are true whereof proof being had as far as possible the —
Proponent prays right and justice may be effectually done and —
administered to her and that Letters of Administration may be granted
to Yedool Cawn her said Attorney of the Estate and Effects of the said
Sillem Cautoo Deceased and prays that so far as she may prove in
the Premises and the Records of the Court support so far she may
obtain on her prayer the benefit of the Law being always preserved
humbly Imploring the Aid of this Honble Court in her behalf

Chas. Baker
Atty for the Proponent

The Mayors Court at Madraspatnam

L. S.

To Agapeery Shaddeis Calendar Attorny to Causam Caun
alias Meah Saits Brother in Law to Shallem Cautoon
Deceased Widow and Relict of Hujeen Caun. &

By the Mayors Court

Send Greeting

Whereas the said Shallem Cautoon having Departed
this Life Intestate We desirous that the Goods, Chattels and
Credits of the said Deceased be well and truly Administered and
disposed of, and that the Credits of the said Deceased be Demanded
and Received, and all his just Debts paid, as far as his Goods,
Chattels and Credits shall extend, and the Law Oblige, do hereby,
relying on your Fidelity commit to you the Administration of all and
Singular the Goods Chattels and Credits to the said Deceased in any
wise belonging, being first Sworn well and truly to Administer the
same, and also to exhibit into this Court a true and perfect Inventory
of all the said Goods Chattels and Credits on or before the Twenty
Seventh day of October next Ensuing, and to render into this Court a
true and Just Account of all the Effects of the said Deceased on or before
the Twenty Seventh day of April which will be in the year of
our Lord One thousand Seven hundred and Eighty and We
do by these Presents appoint you Administrator of all and
Singular the said Goods Chattels and Credits. Given under the
Seal of the said Court and under the Hands and Seals of George
Proctor Esquire Mayor of Madraspatnam and of Mr. James Call

One

1103

One of the Aldermen of Madraspatnam this Fifth day of May
Anno Domini 1779.

James Taylor
Regr.

A true Copy

George Proctor
Mayor of
Madraspatnam
L.S.

Sa.l Call
One of the Aldermen
of Madraspatnam
L.S.

Cha.s Baker

Filed 18th October 1785.

The Answer of Hakim Caun and
Cauder Caun Opponents to the Allegations
of Yedool Caun Attorney to Laulbebby
Proponent.

The said Opponents admit that they did by their Proctor
apply unto this Honble Court on the Fourteenth day of June in
this present year of our Lord One thousand Seven hundred and
Eighty five for Letters of Administration of the Estate and Effects of
their Grand Mother in Law, and Grand Mother Chellumcattoo
Deceased, to be granted them the former as Grand Son in Law, the
latter as Grand Son, and next of kin to the Deceased, which
application these Opponents say by the Law of their Cast, was
just and Legal, the said Opponents also admit that the said
Proponent by his Proctor Mr Charles Baker did claim a
right to have Letters of Administration of the Estate and Effects of
the said Deceased in preference to these Opponents, that the said

Proponent

Proponent by his said Proctor did file a Caveat in this Honble Court on or about the Fourteenth day of June last past against Letters of Administration of the said Estate and Effects of the said Deceased being granted which said Caveat these Opponents say and doubt not being able to prove to the Satisfaction of this Honble Court was filed without any just Cause but Solely with a View of harrassing and distressing these Opponents also admit that these Opponents said Proctor on behalf of these Opponents did on Sundry days pray the Honble Court to Issue a Citation directing the said Proponent to deliver in Alligations in support of his the said Proponents pretensions to the Administration of the Estate and Effects of the said Deceased to which said Rules the said Proponent did pray due obedience and on the ninth day of August last Past did file his Allegations in this Honble Court These Opponents in Answer to the said Alligations and the Several Charges therein and thereby alledged and Propounded by the said Proponent in Answer say as follow.

First. In Answer to the first Allegation these Opponents say that the Proponent had no right whatever to oppose Letters of Administration of the Estate and Effects of the said Deceased being granted to these Opponents under pretence of his the said Proponent being the Acting Attorney for the Lawful heir to the said Deceased These Opponents do absolutely Deny that circumstance and aver that these Opponents are the Sole and Lawful heirs of the said Deceased as being their Grand Mother in Law and Grand Mother and of course much

nearer

nearer a Kin to the said Deceased than the said Saul Bibby to whom the Proponents ~~is~~ Attorney can possibly be, who by her own Shewing on the said Allegations of her Attorney stands in no nearer Degree of Kindred to the said Deceased than that of Sister in Law which can not come in Competition with that of these Opponents nor give the said Proponents any Claim to interfere with the Management of the Estate and Effects of the said Deceased so long as these Opponents live or have Issue These Opponents and their Issue having a preferential Claim by the Laws of these Opponents Cast as heir at Law to their said Grand Mother in Law and Grand Mother.

These Opponents further say in Answer to the first Charge in the Allegation contained that Chellumcattoo Wife of Hussain Cawn brother to Cassim Cawn husband of the Proponent Saul Bibby did never in the Siege of Labourdonais purchase a Boy named Abdulmeah the father of Caudor Cawn one of the above named Opponents for two Pagodas or for any other Sum nor did the said Chellumcattoo and her husband Hussain Cawn or any of their Familys ever bring up the said Abdulmeah in the Situation of a Slave. But these Opponents say that the said Abdulmeah is the Sole and Lawful Adopted Son and Heir to the Deceased Chellumcattoo and likewise to her husband Hussain Cawn Deceased and in order to prove the same to the Satisfaction of this Honble Court These Opponents beg leave to State the following Circumstances Viz.t That Chellumcattoo Wife of the said Hussain Cawn not having any Issue did according to the Rules and Custom of the moor Cast apply to her husbands Sister Daughter

Daughter named Hussen Bibby to give her Child Abdulmeah as an Adopt Son and Heir for her Estate to which the said Hussen Bibby consented gave her Child Abdulmeah accordingly, whom Chellumcuttoo and Hussain Cawn afterwards brought up under their care till he arrived to manhood, and then got him married to one Mapaw Bibby a relation of their family by whom he had two Children named Harriamah a Girl, and Cauder Cawn a Boy, all of which family of the said Abdulmeah, lived under the protection of and were maintained by the said Hussain Cawn, and Chellumcuttoo.—

These Opponents further say that the said Hussain Cawn at the time of his Decease, Appointed his Wife Chellemcuttoo and his Adopted Son Abdulmeah, to be her Lawful Heirs, and Assigned and delivered over to them all his Estates, Lands, and Villages in and belonging to the Fort of Poondamallee for the subsistance for their families together with all Moor Papers of Purvannah, Sunnud, and the Title Deeds, which, he the said Hussain Cawn and his Father Bahadu Cawn had obtained from His Highness the Nabob Zulphacar Cawn of Dilly under his hand Writing and Seals in Confirmation thereof, the whole of which said Papers and the Estates were taken possession of by the said Chellumcuttoo and Abdulmeah, and enjoyed by them for many years, after which the said Abdulmeah died, and the said Chellumcuttoo immediately took possession of the whole of the said Estate and enjoyed them peaceably until the year One

thousand

Thousand Seven Hundred and Seventy nine without any disturbances from the said Captain Cawn Brother of the said Hyder Cawn.— These Opponents further say that while the said Estates were in the possession of the said Chellumcuttoo, she did in the said year One Thousand Seven Hundred and Seventy Nine send for her Grand Son in Law Hawkim Cawn one of the Opponents from Cuddapah Country to her House at Callistry, and then, and there requested of him to Marry her Grand Adopted Daughter Kummerunnissa Sister of Cawder Cawn to which Hawkim Cawn consented and that a few Months after the said Chellumcuttoo was taken dangerously ill, when she appointed the abovenamed Harriamah Wife of Hawkim Cawn, and Cawder Cawn to be her Lawful Heirs, and delivered over to them the Opponents all her said Estates and Dwelling House at Callistry, as well as all her Title Deeds of the Fort of Coondamallie, being part of the Property of her Husbands father Bahadar Cawn soon after the delivery of the said Estate the said Chellumcuttoo died and immediately afterwards the said Cawder Cawn One of these Opponents performed the funeral Ceremonies to the Deceased Chellumcuttoo and paid the Funeral Expences thereof in consequence of which and of the previous Adoption of his father Abdulmeah the said Cawder Cawn became entitled of Right to the Estate of the said Chellumcuttoo according to the Custom and the Laws of the Moor Cast. These Opponents further say that Cawder Cawn was not only entitled for making the Ceremonies as Heir at Law, but as being thereunto appointed by Chellumcuttoo and he therefore had a Lawful right to take possession

of the said Deceased's Estate, which he hath enjoyed freely and voluntarily ever since the death of the said Chellumcuttoo to this hour.- These Opponents say that the Title of their said Ancestors to the said Estate will appear by the Translation of Purvanahs or Title Deeds of Nabob Zulfiahcar Cawn, relative the Estates of the Fort of Poondamallie being the property of Chellumcuttoo Deceased Copies of the Translations whereof are hereunto Annexed & Marked A and B, and prayed to be taken as part of this Answer the Originals being in the Custody of these Opponents and ready to be produced when required.

Second... In Answer to the Second Allegation these Opponents admit that some time after the death of the said Chellumcuttoo Hawkim Cawn Married the before mentioned Harriamah Sister of the said Cawder Cawn and he now Stiles himself the Grand Son in Law of the said Chellumcuttoo Deceased- and these Opponents deny the Assertion of the Proponent as to the said Abdulrenah having been the Slave of the said Chellumcuttoo.-

Third.... In Answer to the Third Allegation these Opponents say that immediately after the death of the said Chellumcuttoo at Callistry Hyder Ally's Horse besieged and took the place and carried these Opponents and their families as Prisoners to his Country wherein these Opponents together with several other Persons remained in Confinement for a long time and were Released afterwards these Opponents say that while they were residing at Calistry, One Agapurry Thaddeus Callandar of Madras Armenian, Attorney to Cassim Cawn did unknown to them in the above year One thousand Seven hundred and Seventy nine apply to this Honble

Court that Letters of Administration may be granted to him as Attorney to Cassim Cawn as the Brother in Law and Heir to the Estate of the Deceased Chellumcuttoo Widow of Hussain Cawn which the Honble the Mayors Court were Pleased to grant on the Fifth day of May One thousand Seven Hundred and Seventy nine But these Opponents say that the said Cassim Cawn had no right or Title thereto because that previous to the said Cassim Cawn having by his said Attorney obtained Letters of Administration from this Honble Court of the Estate and Effects of the said Deceased Chellumcuttoo Wife of the said Hussain Cawn, the said Cassim Cawn claimed a share of the several Estates Lands Villages of the Fort of Boondamalle as having been the property of his said Deceased Brother Hussain Cawn which Claim was referred to the determination of his Highness the Nabob Zulphacar Cawn Bahader of Dilly, who settled the Claim and granted an Order unto Hussain Cawn against Cassim Cawn and declared that Cassim Cawn had no right to the Estate of the said Hussain Cawn and directed that he should be drove out of the Place of Boondamally as by the Copy of the Translation of an Order Marked Letter C hereunto Annexed and prayed to be taken as part of this Answer may appear the Originals being in Custody of these Opponents and ready to be produced when required and these Opponents further say that the Matter in dispute respecting the Right and Title of Cassim Cawn to the said Estates was also referred to the determination of One Cauzy a Principal man of the Moor Cast who also decided it and granted an Award unto Hussain Cawn against Cassim Cawn the Copy of the Translation of the said Award Marked **D** hereunto Annexed and prayed to

be

be taken as part of his Answer may more fully and at Large appear the Original whereof is in the Custody of these Opponents and ready to be produced to this Honble Court when required - These Opponents further say that immediately after the said Order and Award had passed in favor of Hussain Cawn neither Cassim Cawn nor his Wife Lawl Bibby nor the Proponent yedoul Cawn who is married to a Slave of Lawl Bibby had any Connections or Concern with the affairs of the Estate of Hussain Cawn and Chullumcuttoo until the said Cassim Cawn's Attorney Agapurry Thaddeus Callandar of Madras Armenian Merchant who was neither Relation or Creditor to the Deceased Chullumcuttoo obtained Letters of Administration from this Honble Court against the Estate and Effects of the said Chullumcuttoo Deceased Widow of the said Hussain Cawn which said Letters of Administration these Opponents humbly hope cannot stand good and Sufficient by the Laws of the Moor Cast for the reasons above given as well as those motives expressed in the said Award and the Order - These Opponents further saith that some time after these Opponents had heard that Letters of Administration had been granted by this Honble Court to Agapurry Thaddeus Callendar they together with several other Persons went to his House to know the Reason of his having interfered in the said Administration immediately after which the said Agapurry Thaddeus Calandar run away from Madras without giving any Satisfactory Answer to these Opponents and these Opponents immediately after went to the said Cassim Cawn to know the reason he had appointed Agapurry Thaddeus Calendar to Administer to the Estate of the said Chullumcuttoo on which the

said

said Yedool Cawn as the pretended Attorney to the Proponent Lawl Bibby took up the said Casim Cawn and Confined him in the Room of his House, where he was Starved and died. These Opponents further say that under the said Assumed Title of Agaseery Thaddeus Calendar as Administrator as aforesaid the Proponent Lawl Bibby Wife of the said Casim Cawn availed herself and under and by Virtue of his said Letters of Administration, lay Claim as her Right and Title to the Estate of the said Chellumcuttoo in preference to these Opponents, which Claim of Inheritance of the said Proponent these Opponents humbly hope cannot stand good as her husband Casim Cawn was not originally entitled to the Estate of the said Hussain Cawn husband of the Deceased Chellumcuttoo.

These Opponents further say that the above named Cauzy, and one Sydaseven in conjunction and Consulting with Yedool Cawn Slave of the said Proponent Lawl Bibby as these Opponents have been informed carry on the present Suit unknown to her and to all intents and purposes to the prejudice of these Opponents and with a view to deprive them of their right in the Estate of the said Chellumcuttoo Deceased. And these Opponents further say that the said Cauzy Fathal Cawn and Sydaseven with the Proponent Yedool Cawn mean as these Opponents have been informed to support their pretended right in the Premises by the Testimony of Rummaka Heman Himmo Boy and Puckery whom these Opponents declare to be four Slaves in the Service and the Property of the said Lawl Bibby and these Opponents therefore humbly hope that such Testimony will not be admitted

by

by this Honble Court in this Cause.— These Opponents further say— that in Answer to the Fourth Allegation whereby the Proponent saith that even supposing Chellumcuttoo and her Husband Hypain Cawn had adopted the said Abdulmuah, nevertheless these Opponents have no right according to the Rules and practise of the parties Cast which these Opponents deny for the Laws and Custom of the Moor Cast will always allow a full Inheritance of the adopted Son.—

For all which Reasons and things these Opponents are ready and willing to aver maintain and prove as this Honble Court shall direct and humbly pray to be hence dismissed with their reasonable Costs and Charges in this behalf most wrongfully sustained.—

The Mark of ⊙C 16 Hawkim Cawn

The Mark of Cawder Cawn

Bosham

Proctor for Opponents

Repeated in Court the same having been first explained by Soobaroy the Interpreter to Jaganauth and by Jaganauth (who was Sworn to Interpreter justly and truly) to Hawkim Cawn and Cauder Cawn.—

James Taylor

Regr.

1113

A

Translation of Purvannah or Title Deeds of the Sort of Poondamalle.—

The Jaghier Paper Bahader Commander of the Pargannah of Poonamelley from the Pargana of Moosoorvish Sorkar of Canchey depending upon the Carnatick of Hyderbad from the beginning of the year Fausley 1116. it is made into Tunka 169 Pagodas 9 Annas. from the Saide of Lalathorey 139 Ps. 11 Annas Casbah from the Same side 76 Ps. " 11— looman 107 Ps. 10 Annas— Palepett 105— 11— Vepury 22 Ps. 8 Annas— Thole— Codaloall Deyacoolloor 105— 8 Annas 100 Ps. — The Share Onor Caraney— 382 Ps. 8 Annas 7 Ps. 4 Ps. 12 Annas— As from the Side of Mandro Garey 296 Ps. 11 Annas Casbah of Coobrey — 264 Ps. 11 Annas Casbah of Sorvalam 264 Ps. 11 Annas 203 the Share of Onor Yoosoof Zaiy 61 Ps. 11 Annas 29 Ps. 11 Annas the Share of Augimud Cawn 32 Ps. Dated the 6. of Jamade ul Aval from the 39 year of Jooloos.—

Zoolfacar kawn Bahader
the faithful Servant of
the Conquering Emperior
Allemgure 1101. —

A True Copy

L. Popham

B

Translation of Purvanah or Title Deed of the Sort of Poondamalie.

The Jaghier Paper Bahader the Commandor of Parganah of Poolmarey out of the Parganah of Caloor Calvaye Sarkar of Sarvapoley within the Carnatic of Hyderbaud from the begining of the year 1116, Fausley its given into Sanka. —

Village of Chancharla 918 Pagr. 106 Pagr. the Share of

Syed Mozaffer Hussain Commander of the Parganah of Chungelpatt.

Dated 15th Jumadu Ul Acher of the 37th year of Jooloos. —

Zoolfhacar Cawn
the Servant of King
Alam Gur 1101.

A True Copy

Copham

C.

Translation of an Order Given by the Nabob Zulfhacar Cawn against Casim Cawn. —

To that Protecting Highness Resolving Power be Ever Granted. —

That the Employment of Fauzdary of Carnatick was in the Presence of the Vicegerence at the Kings Royal palace

at

at Hyderbaud given to their most projecting Servant, and that
Cassim Cawn be henceforth Superseded it is therefore our pleasure
that the Employment of Fauzdarship of Boolmarey be preserved
to you, it is necessary that you comply therewith according to your
former Agreements and Govern yourself thereby— that the Gomastahs
of the before said Cassim Cawn be also dismissed and expelled from
thence that the Noble Gauzin for Cawn has been appointed for the
Fort of Trichinopore to put the same in Order therefore all those
Soldiers which you might have gathered it is necessary that you
should send them to him Dated the 3rd. Shebaun 36th. of the year
Julooss.—

Zulfuhacar Cawn Bahader
the faithful Servant of the
Conquering Emperor
Alum Geer
1101.

A true Copy

Topham

D

Translate of an Award or Decree made by the Cawjee or Judge of
the Law of Mahomet at Chinnapatam alias Madrass in a Dispute between
Hussain Cawn Cauker Killedar of Coonamally Fort and Cassim Cawn

Son

Son of Bahoder Cawn Deceased.

The Seal of Cauzee Judge of the Law of Mahomet

Whereas Hussain Cawn Cauzee Killedar of Coonamally Fort Complained to the Honble Governor of Chinnapatnam that Cassim Cawn by the instigation and power of some People took possession of his Jaygeer and would not quit it the Governr was pleased to Recommend to Sampatraw the Diwan to Decide the Matter in Dispute Between the said Brothers who demand Cassim Cawn to prove or make appear the Contents of the Bonds by his Accounts but he denied that he had any Accounts and said that he has Bonds only upon perusing the said Bonds Sampatraw Demanded to know by what means they were Obtained since he had no Accounts and the said Sampatraw also Replyed that as Matters which doth not relate to Accounts have any Credit to be Judged and Decided by his Court of Diwan they should apply to the Judge of the Law of Mahomet to whose Judgment and Decree such Matters are alone subject and so Ordered them to Submit their Controversy to one Conformable to the said Order the said Hussain Cawn and Cassim Cawn applied themselves to me at the holy House of the Law of Mahomet at Chinapatnam the / Capital of the Seaport Towns / and after giving Penalty Bond or Obligations under their Seals to abide to the Judgment or Decree of the Judge of the Law of Mahomet they made choice of Vakeel or Attorneys to attend the Law and Allege

in

in their behalf upon hearing and Considering the Particulars of the Matters in dispute between the said people I demanded to produce the Bonds or Writings which Causim Cawn had mentioned in his Penalty Bond but finding that Causim Cawn was not determined to comply therewith I sent to desire that he let me see their Copies attested with his Seal or Fortune Transcriptions which he also thought proper to comply with but on the contrary the said Causim Cawn sent me a promissory note under his Seal offering a Bribe of four hundred Rupees to me and paid fifty Rupees in part before hand which Sum together with the note before Spoken I deposited with some Trusty Persons immediately and acquainted to them the intent of the Proposal which Causim Cawn had sent to me as abovementioned it is Evident that if the Defendant had upon Examining the Matter in Dispute between him and the Complainants: offered a bribe to the Judge and pays a part of it beforehand his Allegations and Pleadings consequently Stands invalid and Causim Cawn demand appears unjust and uncertain. I was Obliged to send for the Copies of his Writings or Bonds from Sarrapatrow's Dirbar for perusal and upon due Inspection of the Contents and considering the Purpose and meaning of the said Writing I do hereby (conformable to the directions of the Law of the Mahomet) give this Decree that the said Writings or Bonds which Causim Cawn had obtained partly by the Instigation and power of some People and partly by the Subtill divice of others do stand invalid and effectless and that Causim Cawn shall redeliver unto Husain Cawn the five

several Villages names whereof are under Written and pay Custom
their produces according to Account. I do further Decree that the said
Causim Cawn is no ways entitled to make any Claims or Demands
upon Hussain Cawn whatsoever.

Corary
Ayapauk

The names of Villages &c.a
Chundra Sarawaram
Chinnamah Naiki Coopang

Pursavah
with Sixty
Conies of

Land and the Cultivated land of Arnie.

Given at the holy house of the Law of
Mahomed in Chinnapatam the Capital of the Sea port Town
this 15.th Moor Janadiparry in the year of Hegera 1167.

A True Copy

Popham

Before the Kings Ordinary. Cross Interrogatories

Murray Mupan Bibby
Aucopre
Mahomed Daudoo

to be Administered to such Witnesses
as shall be produced Sworn and
Examined on the part and behalf
of Yedool Cawn Attorney to Lawl
Bibby Administratrix to the
Estate and Effects of Capitn
Cawn Deceased Opponent And
Hawkins Cawn and Cawder Cawn
at Present of Trifflicane Inha-
bitants Proponents.

1.o

To all the Witnesses } 1st Interrogatory Do you know or do you not know the Parties Opponent and Proponent Yedool Cawn Attorney to Laull Bibby and Hawkim Cawn and Cauder Cawn in the Stile of these Interrogatories named If yea how long have you so known them or either and which of them Declare.

Murray Mufsan Bibby Awcopre } 2nd Interrogatory Are you or are you not an Inhabitant of Caulestry if yea how long have you been an Inhabitant Have you any House or Property there and who were your Father and Mother and what their names and have you at Present any Relations there?

3rd Interrogatory Did you or did you not serve Chellumcautoo and for how long and at what time Had she any Children if yea how many and were they Boys or Girls and how many of each. Do you or do you not know Hazimah and Cawder Cawn if yea who were they and what were their Parents names? are they still living or are they dead.

4th Interrogatory are you or are you not acquainted and can you read and do you understand the Persian Language and have you or have you not ever read the Coran.

Mahomed Daudoo } 5th Interrogatory Do you or do you not know whether the said Chellum or Sellum Cautoo did appoint at the time of her Death any Person or Persons and whom her Heirs if yea? how long before her Death was the Appointment made in your Presence and in what manner was the same made is there or is not a certain Form and Ceremonies to be observed among the

the Moors when they appoint any Child or Children and was such Form and Ceremony Strictly adhered to?

6th Interrogatory Are you or are you not Cauzee of Nellore if yea who made you Cauzie were you or were you not acquainted with one named Abdoolah. If yea was he or was he not Related to Hafan Cawn the Husband of Sellim Cautoo If Nay was he or was he not a Slave and what and who was his Mother?

Interrogatory Lastly Do you know of any other Matter or things or have you hear or can you set forth any thing touching the Matters in Question in this Cause If yea Declare the same as fully Clearly and effectually as if you had been thereunto particularly Interrogated.

Cha. Baker
Opponents Attz

Before the Kings Ordinary Mayors Court at Madraspatnam, Between Yedooloo Cawn Attorney to Laul Bibby Proponent and Hawkim Cawn and Cauder Cawn Opponts

On the part and behalf of Yedooloo Cawn Attorney to Laul Bibby.—

Depositions of Witnesses taken in this Matter by and before the Register of this Court as follows.—

Murray Mafsaw Bibby Awcopre of Calestre but at Present of Madraspatnam Aged Forty years or thereabouts being on this 15th day of Decemr in the year of our Lord 1785 produced as a Witness on the part and behalf of Yedooloo Cawn Attorney to Laull Bibby notice of whose Examination having been this day given

given to Mr. Stephen Popham Proctor for the Opponents Hawkim Cawn and Cawn being duly Examined Deposes as follows.—

1st. To the First Interrogatory this Deponent saith, she knows Yedooloo Cawn and Saul Bibby in the Title of these Interrogatories named— that she has so known them thirty years or thereabouts— This Deponent also knows Hawkim Cawn and Cauder Cawn in the Title of these Interrogatories named— that she has so known Hawkim Cawn Ten years or thereabouts and Cauder Cawn from his Infancy

2nd. To the Second Interrogatory this Deponent saith, she is an Inhabitant of Caulestry, and has been an Inhabitant of that place from her Infancy— This Deponent has a House there, her Father's name was Shakehund and her Mother's name Jamy Saib, her Father was Mullah to the Mosque at that place— This Deponent has at present a Mother, Brothers and Sisters at Calastre— and more she saith not to this Interrogatory.—

3rd. To the third Interrogatory this Deponent saith, she never knew Chellumcattoo— This Deponent saith, that the said Chellumcattoo had only one Child which was a Daughter— This Deponent knows Karimah and Cauder Cawn, the former was Sister to the latter, their Father's name was Abdul Miah, and their Mother went by the name of Bibby, but this Deponent does not know her real name— this Deponent knows that Abdool Miah is dead, but she does not know whether their Mother Bibby is living or not, and more this Deponent saith not to this Interrogatory.—

4th. To the Fourth Interrogatory this Deponent saith, that she does not understand the Persian Language formerly this Deponent could read the Cooran but she has now entirely forgot the same— and more

a certain

this

this Deponent saith not to this or the last Interrogatory.—

Murray Mapaw Bibby Awcopa was repeated before me Mr. George Savage Alderman in the presence of me James Taylor Register this Seventeenth day of December 1785, the Contents having been first explained by Soobaroyah Interpreter

The Mark of ○ Murray Mapaw
Bibby Awcopa

James Taylor
Regr.

Geo. Savage
Alr.

Before the King's Ordinary Mayor's Court at Madraspatnam.

Between Yedooloo Cawn, attorney to Saul Bibby— Proponent and Hakim Cawn and Cauder Cawn Opponents.—

On the Part and Behalf of Yedooloo Cawn attorney to Saul Bibby.—

Depositions of Witnesses taken in this Matter by and before the Register of this Court as followeth.—

Hahomed Daudoo of Nellore Cauzee but at present of Madraspatnam Gentoo Fifty five years or thereabouts being on this Twenty first day of December in the year of Our Lord 1785 produced as a Witness on the part and behalf of the Proponent Yedooloo Cawn Attorney to Saul Bibby, notice of whose Examination having been this day given to Mr. Stephen Popham Proctor for the Opponents Hawkim Cawn and Cauder Cawn being duly Examined Deposes as follows.—

1st. To the First Interrogatory this Deponent saith, he does not know either Yedooloo Cawn or Saul Bibby in the Title of these Interrogatories named— This Deponent knows Hawkim Cawn and has so known him Nine years or thereabouts— This Deponent also knows Cauder Cawn and has so known him Fifteen years or thereabouts.—

5th.

1823

5th ..... To the Fifth Interrogatory this Deponent saith, he knows that Chellum Cauttoo did before her death appoint Cauder Cawn in the Title of these Interrogatories named Karrimah her Heirs, the said Cauder Cawn and Karrimah being the Son and Daughter of Abdool Rheat, who was the Adopted Son of the said Chellum Cauttoo this Deponent further saith, that Chellum Cauttoo so made the said appointment about Seven years before her Death in this Deponents presence - and the said Chellum Cauttoo made the said Appointment by desiring this Deponent to draw out her Will and to affix this Deponents Seal thereto, whereupon this Deponent Ordered his Deputy Abdool Rossaid to draw out the Will, and get the same Witnessed, and then send the same to this Deponent at Nellore where he would affix his Seal thereto, but this Deponent saith, that the Will was never sent him - This Deponent saith that it is Customary among the Moors when they adopt a Child, to send an invitation to their Friends & Relations when the Person who means to adopt the Child declares in their presence that he has adopted that Child as his Heir - This Deponent does not know whether Chellum Cauttoo observed that form or Ceremony or not when she appointed the said Cauder Cawn and Karimah her Heirs - and more this Deponent saith not to this Interrogatory -

6th ..... To the Sixth Interrogatory this Deponent saith, he was the Cauzee of Nellore, and was appointed Cauzee at that place by Ayoodee Thorrea Cawn, This Deponent does not know one Abdoolah said to be related to Hupan Cawn the Husband of Chellum Cauttoo, and more this Deponent saith not to this Interrogatory -

To

To the Last Interrogatory this Deponent saith, that one Nasseer Mahomed Cawn told this Deponent, that Cawjee Abbos Banker Shake Imrron and Yedoolos Cawn in the Title of these Interrogatories named, had told him that Abdool Meah was a Slave, whereupon this Deponent said that he did not know whether he was a Slave or not, the said Nasseer Mahomed Cawn replied, that he knew him to be a Slave, and desired this Deponent not to give his Evidence in this Matter. This Deponent said, that whatever he knew he must declare whereupon the said Nasseer Mahomed Cawn abused this Deponent and kept him a Prisoner one Night and till Twelve o'Clock the next day, when the said Nasseer Mahomed Cawn made his Writer draw out a Paper and Compelled this Deponent to Sign the same which he accordingly did. and this Deponent further saith, that the Brother of the Proponent Yedoolos Cawn desired one Gollam Ally Shaw to Receive five Pagodas, for him the said Gollam Ally Shaw to give Evidence in his favor - and this Deponent further saith that about Seven years ago some Goods the Property of Chellum Cauthoo were given to some People at Calaustree, and that the Proponent yedoolos Cawn has now sent for those People to give Evidence in this Cause and more this Deponent saith not to the last Interrogatory. -

Mahomed Daudoo was Repeated before me Robert Ewing Esqr. in the presence of me James Taylor Register this 23d. day of December 1785, the Contents having been first explained to him in the Persian Language by William Lewcock, the said William Lewcock having been first duly Sworn to Interprit the same. -

James Taylor
Regr.

Robt. Ewing
Mayor

Mahomed Daudoo
his
Mark

In the King's Ordinary.

Mr. David Haliburton
Syed Abdool Cauder
Mahomed Cawn
Shake Abdool Cauder
Shake Woosen
Narraina Doss
Cajim Saib
Mahomed Arif.

Interrogatorys to be Administered to such Witnesses as shall be produced Sworn and Examined on the part and behalf of Syedool Cawn Attorney to Saull Bibby Proponent and Hawkim Cawn and Cauder Cawn now or late of Madras Opponents.

To all the Witnesses } 1st Interrogatory. Do you or do you not know the Parties Saull Bibby and his Attorney Syedool Cawn Proponent and Hawkim Cawn and Cauder Cawn Opponents in the Title of these Interrogatories named If yea how long have you so known them or either and which of them respectively Declare.—

Syed Abdol Cauder
Mahomed Cawn
Shake Abdool Cauder
Cajim Saib
Mahomed Arif } 2nd Interrogatory Did you or did you not know Hajim Cawn and Sillum Cauntoo his Wife in their respective Life times and was you or was you not Intimate in their Family, and well acquainted with their public and Private Concern, If yea, how long and during what period, was you so acquainted with them, and was you or was you not during such Intercourse with the said Family, intimately and well acquainted with their Servants and Slaves. If yea, Did you or did you not know Abdulah in the Pleadings in this Cause named, whose Son was he, and in what light or Capacity was he considered and treated by the said Family— Was or was not his Mother a Slave of what

Character

Character and Reputation and how and in what manner did the said Abdulah become the Servant or Slave of the said Hafsim Cawn and Silem Cauboo His Wife the whole of these Matters to the best of your Knowledge Remembrance and belief, together with the reasons of such your Belief, fully and particularly and at large Declare.—

Ditto... 3.rd Interrogatory was you or was you not present some short time and when previous to the death of Hafsim Cawn who feeling the approach of Death Was he or was he not desirous of settling his Estate and Affairs and appointing his Heir and Succesor or how otherwise— If yea, whom did he appoint and what passed upon that Occasion, did or did not the said Hafsim Cawn appear of sound Memory and Understanding so as to be perfectly distinct and Clear in what he did, and whom did he so Nominate and appoint and what particular Charge did he give Declare the whole you know have heard or do believe, together with the Reasons of such your belief.

Ditto... 4.th Interrogatory did or did not Cassim Cawn In the Pleadings of this Cause named, Succeed as Heir and Succesor to his Brother Hafsim Cawn by his express Order and Direction or how otherwise If yea, did he or did he not take charge of and support the Widow and family of his said Deceased Brother and also take charge of his Estate and Effects and in particular of a certain Jaghire of the Villages of the Fort of Poonamalle— If yea did He or did he not remain in the undisturbed possession thereof or how otherwise the whole of these Matters according to

the

the best of your Knowledge Remembrance and belief together with the Reasons of such your belief fully and particularly and at large Declare.—

Ditto . . . 5th Interrogatory Was you or was you not well acquainted with Selim Cautoo after the death of her Husband Hassim Cauvr, If yea where and how long did she live had she any Sons or Daughters If yea who were they respectively by name and what becomre of them If nay, Did she adopt any Person and whom by Name as a Son or Daughter, and is or is not such adoption usual and Customary among Moors and is it or it not right and Conformable to the Mahometan Laws If yea what is the mode and Usual Ceurmonies attending such Adoption was or was not Abdulah in the title of these Interrogatories named or any Child or Children of his adopted as the Son and Heir or Daughter and Heirs of the said Selim Cautoo If nay in what light or capacity was the said Abdulah and his Children treated and Considered by the said Selim Cautoo Had you any Reason to believe or Suppose from what you saw have heard or belive that the said Selim Cautoo intended to appoint the Opponents Hawkim Cauvr and Cauder Cauvr her Heirs by adoption Declare.—

Narraina Dofs . . . . .
Shake Woosen . . . . .
Syed Abdool Cauder . . .
Shake Abdool Cauder

} 6th Interrogatory was you or was you not present some short time and when previous to the Death of the said Selim Cautoo— If yea, did she or did she not Order and direct a Letter to be Written, and by whom to the said

said Caſsim Cawn- If yea what was the purport and Contents of such Letter did or did not the said Caſsim Cawn arrive at the house of the said Selim Cawtoo before or after her death, did he or did he not remain there and take posſesion of her Estate and Effects as next of Kin- If nay, what cause or reason had he to depart therefrom without posſesing himself thereof, Did or did not the said Selim Cawtoo appoint the said Caſsim Cawn to be her heir and Succeſsor, If yea do you not conceive that he became thereby entitled to the Estate and Effects of the said Selim Cawtoo- and was he or was he not obliged to fly from the House of the said Selim Cawtoo after her death and for what reason did he so run away Have or have not the Moor Castom and what particular Ceremonies at their Funerals that will in itself entitle person performing them, to be Heir to the Deceased, If yea, what are such Ceremonies and who performed them of the Funeral of the said Selim Cawtoo- If the Oſsponents, do you conceive that that alone would make them Heirs and Succeſsors and entitle them to receive and take the Estate and Effects of the Deceased- If nay do you know under what right or Title the said Hawkim Cawn and Cawder Cawn pretend to claim the Estate and Effects of the said Sellim Cawtoo Deciased declare.-

Syed Abdool Cawder
Mahomed Cawn
Shake Abdool Cawder
Caſsim Saib
Mahomed Aujl

7.th Interrogatory Did or did not Caſsim Cawn upon the death of his Brother Haſsim Cawn by virtue and in consequence of his being appointed his Heir and Succeſsor or how otherwise enter upon and take poſsesion of his Estate and Effects and in particular of the Jaghire Villages and Fort

of

of Coonamalee and continued so until the Honble the Company entered into a Treaty with Tiiru for the purchase thereof upon a Pension of one thousand Pagodas per Annum or How otherwise.—

If yea, did he not continue to Receive the said Pension or any other and what Pension and did He or did he not continue to Receive the same until the Time of his death. and did he or did he not Order and Direct the said Pension to be paid to his Widow Lawl Bibby and after her death to the said Yedaal Cauzee or How otherwise Declare.—

Narraina Dofs— Shake Woosen } 8.th Interrogatory Did yo— you not ever reside at Calastree or are you well and Intimately acquainted with its Situation— If yea— Is it or is not dependent and Subordinate to Arcott— does or does not the Nayb or Deputy of the Cauzee of Arcott constantly attend at Calastree to Transact and do the Business peculiar to that Office— Was or was not Mahomed Davood Cauzee of Calastree or do you ever Recollect him Coming to Calastree and officiating as Cauzee or Deputy Cauzee by any Right or Authority whatever or the Deputy Cauzee of Nellore Declare.—

David Haliburton. 9.th Interrogatory Look at the Seal an Impression of the Cover enclosing the Persian paper Marked A does or does not the same express or Signify any Letter or Name if yea what are such Letters and Names

Ditto.... 10.th Interrogatory Is or is it not Customary and has or has not the intercourse you have had in consequence of your Station as Persian Translator to the Company with the Seet-ee-Cut of People commonly called Moor given you an Opportunity of seeing

seeing and determining thereon for the said Moor People to Seal any Letter or Paper with an Impression Signifying their Names instead of Writing the same at the Bottom and Conclusion of such Letter or Paper as is Customary with Europeans.—

David Haliburton 11th. Interrogatory Do you or do you not know whether Sawl Bibby in the Title of these Interrogatories named is the Widow of Capsin Cawn Deceased and do you or do you not know whether the said Capsin Cawn was Brother to Hussan Cawn formerly Killadar of Poonamally and do you or do you not know whether the Honble Company have or have not paid the Sum of One thousand Pagodas per Annum to the said Sawl Bibby as the right and Lawful Representative of Widow and Capsin Cawn the late Killadar of Poonamalee.—

Interrogatory Lastly Do you know of any other Matter or thing or have you heard or can you say any thing touching the Matter in Question that may tend to the benefit and Advantage of the Proponent in this Cause, beside what you have been already Interrogated unto declare the same fully and at large as if you had been particularly Interrogated.—

Chas. Baker

J. Grierson

Proct.rs for Profiorents

1831

A

Translation of a Persian Letter under the Seal of Selim Khatoon to Cajim Khan.—

I Wrote you a Letter some time since giving you an account of the breaking out of a Boil on my back and desiring you to come to me and to bring with you an able Phisician my health is now reduced to the lowest State and I see no likelyhood of my living much longer— you will therefore come to me immediately to take profession of the effects of my House and Papers which were all the property of your Brother and besides yourself who can be the Heir of them? There are some Necklaces and other Jewels Mortgaged to one Nabo— you will pay the Money and redeem them from Mortgage— it comes to near two hundred Pagodas— The Company are to pay me Money due to me, which you will receive as you have full authority for the same.— Ashia has had two Children by my Slave Abdul Salam which she has left with me to maintain and is gone away herself— you will keep those two Children and another man Slave and a— Slave Girl— I have no hopes of living till you come here but make haste if you wish to see me— should you not be able to come, you are to consider this Letter as if I was myself before you— Perform the Fatteh viz.t funeral obsequies and give Charities in my name that my Soul may receive the benefit of them.— My Blessing ever attend you—

A true Translation from the Persian Original—

David Haliburton

1132

A

A

In the Matter in dispute between Yedool Cawn Attorney to Saull Bibby Propt and Hawkim Cawn and Cauder Cawn Opps.
this Exhibit was shewn to Mr. David Haliburton at the time of his Examination before me on the 10th day of July 1786. —

James Taylor

Regr

The within Exhibit was also Shewn to Shake Abdul Cauder on the 19th June 1786, and to Tattoomah on the 17th June 1786, at the respective times of their Examination before me in the above Matter. —

James Taylor

Regr

1133

Before the King's Ordinary
Mayor's Court at Madraspatnam

Between Yedool Cawn
Attorney to Saull Bibby —
Proponent and Hawkim —
Cawn and Cauder Cawn —
Opponents. —

On the Part and Behalf of the Proponts

Depositions of Witnesses taken in this Matter by and before the Register of the said Court as follows. —

David Haliburton of Madraspatnam Senior Merchant in the Service of the Honble the United English East India Company and Persian — Translator aged 34 years or thereabouts, being on this Tenth day of July in the — year of Our Lord 1786 produced as a Witness on the part of the Proponents — notice of whose Examination having been this day given to Mr. Stephen — Popham Proctor for the Opponents being duly Examined Deposes as follows. —

1st . . . . . To the first Interrogatory this Deponent saith, he knows Yedool Cawn in the Title of these Interrogatories named — This Deponent does not know Saull Bibby — This Deponent has so known — Yedool Cawn about nine or Ten years — This Deponent has seen Hawkim Cawn and Cauder Cawn in the Title of these Interrogatories named, but is not acquainted with them. —

9th . . . . . To the Ninth Interrogatory this Deponent saith, he has looked at the Seal or Impression on the Cover inclosing the Persian Paper Marked A now produced to him at this the time of his Examination and the same does Signify or express as well as this Deponent can Judge from the impression which is a good deal effaced the — name of "Fatimah Selim Khatoon" and more this Deponent — saith not to this Interrogatory. —

10th . . . . . To the Tenth Interrogatory this Deponent saith, he knows — from

from the intercourse he has had as Persian Translator to the Honble Company, that it is the common mode for People of the moor Cast to Seal all Letters with an impression Signifying their names instead of writing the same at the Bottom and Conclusion of such Letters, as is customary with Europeans, but with respect to Bonds or Deeds they frequently Sign as well as Seal them, tho' according to their Custom the Signing is by no means necessary, and more this Deponent saith not to this Interrogatory.—

11th . . . . . To the Eleventh Interrogatory this Deponent saith, he has heard and believes that Saull Bibby in the Title of these Interrogatories named is the Widow of Cassim Cawn Deceased, and that the said Cassim Cawn was Brother to Hassain Cawn formerly Kellidar of Poonamalee, and this Deponent knows that the Honble Company have paid by the hands of the said Yedool Cawn the Sum of One thousand Pagodas p Annum to the said Saull Bibby as the right and Lawful Representative or Widow of the said Cassim Cawn the late Kellidar of Poonamalee, and more this Deponent saith not to this or the last Interrogatory.—

29th May 1787.— David Haliburton

David Haliburton

was Repeated before me James Call Esquire Mayor in the presence of me James Taylor Register.—

James Taylor
Regr

Jas Call
Mayor

Poonamallee - and the said Cassim Cawn did Remain in the undisturbed possession thereof, and more this Deponent saith not to this Interrogatory. —

5th . . . . . To the Fifth Interrogatory this Deponent saith, he was well acquainted with the said Sellum Cautoo after the death of her said Husband Hajeen Cawn - She lived at Bodupauk, and in Tally's War she went away to Calastree, where she died about Twenty years afterwards - The said Sellum Cautoo had one Daughter named Buddee Bibby who died at Calastree when she was about twelve or thirteen years Old - The said Sellum Cautoo never did adopt any Person as a Son or Daughter - and this Deponent saith, that such adoption is not usual and customary among the Moors, and is not Conformable to the Mahomatan Laws - This Deponent saith, that neither Abdulah in the Title of these Interrogatories named, nor any Child or Children of his were ever adopted as the Son and Heir or Daughter and Heiress of the said Sellum Cautoo Deceased - and this Deponent saith, that the said Abdullah and his Children were treated & considered by the said Sellum Cautoo in the light or Capacity of Slaves - and this Deponent from what he has seen, heard or believes, has no reason to suppose that the said Sellum Cautoo intended to appoint the Opponents Hawkum Cawn and Cauder Cawn her Heirs by Adoption, and more this Deponent saith not to this Interrogatory. —

6th . . . . . To the Sixth Interrogatory this Deponent saith, he was present about eight days previous to the death of the said Sellum Cautoo - when she

She ordered one Shake Abdul Cauder to Write a Letter to the said Cajsim Cawn, informing him that she was very ill, and desiring him to come quickly to take charge of her Estate and Effects, and the said Cajsim Cawn arrived at the House of the said Sellum Cautoo about five or Six days after her death – He remained there but one day, but did not take posejsion of her Estate and Effects as next of Kin, and he departed therefrom without posejsing himself thereof, because Hawkim Cawn in the title of these Interrogatories named intended to kill him – This Deponent saith that the said Sellum Cautoo did appoint the said Cajsim Cawn to be her heir and Succejsor – and this Deponent does conceive that he thereby became intitled to the Estate and Effects of the said Sellum Cautoo – This Deponent saith, that the Moor Cast have no particular Ceremonies at their Funerals that will in themselves intitle the person performing them to be Heir to the Deceased – The Ceremoneys at the Funeral of the said Selum Cautoo were performed by one Immaum Saib and others of the Moor Cast, and the said Immaum Saib Mortgaged the Gold Bracelets belonging to the Deceased and defrayed the Charges thereof – and this Deponent does not conceive that if the Opponents Hawkim Cawn and Cauder Cawn had performed the funeral Ceremonies of the said Sellum Cautoo that, that alone would make them Heirs and Succejsors and entitle them to receive and take the Estate and Effects of the said Deceased – and this Deponent further saith, that the said

Hawkim

1135

Before the King's Ordinary Mayor's Court at Madraspatnam. Between Yedool Cawn attorney to Lawll Bibby Propt. and Hawkim Cawn and Cauder Cawn Opponents.—

On the Part and Behalf of the Proponent.—

Depositions of Witnesses taken in this Matter by and before the Register of the said Court as follows.—

Syed Abdool Cauder of Pomamalee Inhabitant aged Sixty four yrs or thereabouts being on this fifth day of April in the year of our Lord One thousd Seven hundred and eighty Six as a Witness on the part of the Proponent notice of whose Examination having been this day given to Mr. Stephen Popham Proctor for the Opponents being duly Examined Deposes as follows.—

1st. To the First Interrogatory this Deponent saith he knows Lawll Bibby in the Title of these Interrogatories named, as also her attorney Yedool Cawn.— This Deponent has so known Lawll Bibby Forty five years or thereabouts, and Yedool Cawn from his Infancy.— This Deponent also knows Hawkim Cawn and Cauder Cawn in the Title of these Interrogatories named, and has so known them Eleven years or thereabouts.—

2nd. To the Second Interrogatory this Deponent saith, he did know Hafeen Cawn and Sellim Cautoo his Wife in their respective life times, and this Deponent was intimate in their family and well acquainted with their Public and Private Concerns.— This Deponent was acquainted with the said Hafeen Cawn and Sellum Cautoo from this Deponents Infancy, and Served them for the Space of Twenty five years and this Deponent was during such Intercourse with the said

said Family intimately and well acquainted with their Servants and Slaves, This Deponent did know one Abdullah in the Pleadings in this Cause named, he was the Son of a Woman Slave belonging to one Murreize Cawn, and was Considered and treated by the said Family as a Slave - and this Deponent saith that the said Sellum Cauttoo in the presence of this Deponent purchased the said Abdullah when he was a Child of about Two years and a half Old for the Sum of Two Pagodas - and more this Deponent saith not to this Interrogatory -

To the third Interrogatory this Deponent saith, he was present about Eight or Ten days previous to the Death of the said Hasein Cawn when he was desirous of Settling his Estate and Affairs and appointing his Heir and Successor - He appointed his Brother Cassim Cawn heir and Successor and desired him to take charge of his Jaghier and all his Estate and Effects and support his Wife and Family, and this Deponent saith that the said Hasein Cawn appeared to be of sound Mind Memory and Understanding so as to be perfectly distinct and clear in what he did, and more this Deponent saith not to this Interrogatory -

To the fourth Interrogatory this Deponent saith, that the said Cassim Cawn did Succeed as Heir and Successor to his Brother Hasein Cawn by his express order and direction, and did take charge of and support the Widow and family of his said Deceased Brother, and did also take charge of his Estate and Effects and in particular of a certain Jaghier of the Villages of the Fort of

Pomanalle

Hawkim Cawn and Cauder Cawn claim the Estate and Effects of Sellum Cautoo Deceased, without having any right or title whatever - and more this Deponent saith not to this Interrogatory. —

7.th ..... To the Seventh Interrogatory this Deponent saith, that the said Cassim Cawn upon the death of his Brother Hashim Cawn by virtue and in consequence of his being appointed his Heir and Succesor did enter upon and take possession of his Estate and Effects and in particular of the Jaghier Villages and Fort of Coonamalee and Continued so 'till the Honble Company entered into a Treaty with him for the purchase thereof upon a Pension of One Thousand Pagodas per Annum - and this Deponent saith that the said Cassim Cawn did continue to Receive the said Pension 'till the time of his Death, and directed the said Pension after his death to be paid to Saull Bibby his Wife, and after Her Death, to the said Yedool Cawn, and more this Deponent saith not to this or the last Interrogatory

Syed Abdool Cauder was sworn before me
Robert Ewing Esqr. Mayor in the Presence of me
James Taylor Register this Twentieth day of April
1786 the Contents having been first explained to him
by Denis Phillipus Calendar, the said Denis Phillipus
Calendar having been first duly Sworn to Interpret the same.

James Taylor
Regr.

Robt. Ewing
Mayor

Before the King's Ordinary
Mayor's Court at Madraspatnam.

Between Yedool Cawn Attorney
to Saull Bibby Proponent — and
Hawkim Cawn and Cauder Cawn
Opponents. —

On the Part and Behalf of the Proponent. —

Depositions of Witnesses taken in this Matter by and before the Register of the said Court as follows. —

Mahomed Cawn of Poonamallee Inhabitant aged Seventy years or thereabouts being on this 10th day of April in the year of our Lord 1786 produced as a Witness on the part of the Proponent, notice of whose Examination having been this day given to Mr. Stephen Popham Proctor for the Opponents being duly Examined Deposes as follows. —

1st . . . . To the First Interrogatory this Deponent saith, he knows Saull Bibby in the Title of these Interrogatories named as also her Attorney Yedool Cawn — This Deponent has so known Saull Bibby Forty years or thereabouts, and Yedool Cawn about Twenty Six years — This Deponent does not know either Hawkim Cawn or Cauder Cawn in the Title of these Interrogatories named.

2nd . . . . To the Second Interrogatory this Deponent saith, he did know Hafsein Cawn and Sellum Cautoo his Wife in their respective life times, and this Deponent was intimate in their Family and well acquainted with their Public and Private Concerns — This Deponent was acquainted with the said Hafsien Cawn for the space of Sixty years, and the said Sellum Cautoo for the space of Forty years, and this Deponent was during such intercourse with the said Family intimately and well acquainted with their Servants and Slaves — This Deponent did know one

Abaullah

1121

Abdullah in the Pleadings in this Cause named, he was the Son of a Woman Slave called Hufsanah belonging to one Murtuja Cawn a Merchant, and was considered and treated by the said Family as a Slave - And this Deponent saith that the said Abdullah became the Slave of the said Hafsein Cawn and Sellum Cautoo by the said Sellum Cautoo purchasing him, and more this Deponent saith not to this Interrogatory -

3rd ..... To the Third Interrogatory this Deponent saith, he was about two hours previous to the death of the said Hafsein Cawn, when he was desirous of Settling his Estate and Affairs, and appointing his Heir and Succeffor - he appointed his Brother Cafsim Cawn who was then present his Heir and Succeffor, and desired him to take charge of his Jaghier and all his Estate and Effects and support his Wife and family, and this Deponent saith, that the said Hafsein Cawn appeared to be of sound mind Memory and understanding so as to be perfectly distinct and clear in what he did, and more this Deponent saith not to this Interrogatory -

4th ..... To the Fourth Interrogatory this Deponent saith, that the said Cafsim Cawn did Succeed as Heir and Succeffor to his Brother Hafsein Cawn by his express order and Direction, and did take charge of and support the Widow and Family of his said Deceased Brother, and did also take charge of his Estate and Effects and in particular of a certain Jaghier of the Villages of the Sort of Boonamallee - and the said Cafsim Cawn did Remain in the undisturbed posession thereof, and more this Deponent saith not to this Interrogatory -

5th . . . . . To the Fifth Interrogatory this Deponent saith, he was well acquainted with the said Sellum Cautoo after the death of her said Husband Hajeen Cawn, she lived at Poodupaak, afterwards she went away to Calastree, where this Deponent has heard that the said Sellum Cautoo died - She said Sellum Cautoo had one Daughter named Budde Bibby, who died - She said Sellum Cautoo never did adopt any Person as a Son or Daughter - and this Deponent saith, that such adoption is not usual and Customary among the Moors, and is not conformable to the Mahomatan Laws - This Deponent saith, that whilst the said Sellum Cautoo Resided at Poodupaak, neither the said Abdullah nor any Childor Children of his was or were adopted as the Son and Heir or Daughter and Heiress of the said Sellum Cautoo Deceased - and this Deponent saith, that the said Abdullah and his Children were treated and considered by the said Sellum Cautoo in the light or capacity of Slaves - and this Deponent from what he has seen, heard or believes has no reason to suppose that the said Sellum Cautoo ever intended to appoint Hawhirr Cawn and Cauder Cawn Her Heirs by Adoption, and more this Deponent saith not to this Interrogatory. -

7th . . . . . To the Seventh Interrogatory this Deponent saith, that the said Cajeen Cawn upon the Death of his Brother Hajeen Cawn by virtue and in consequence of his being appointed his Heir and Successor, did enter upon and take possession of his Estate and Effects, and in particular of the Jaghier Villages and

Fort

Fort of Coonamalee, and continued so 'till the Honble Company entered into a Treaty with Sirra for the purchase thereof upon a Pension of one thousand Pagodas p Annum - And this Deponent saith that the said Cajeen Cawn did continue to Receive the said Pension 'till the time of his death, and directed the said Pension after his death to be paid to Saull Bibby his Wife, and after her death, to the said — Yedool Cawn, and more this Deponent saith not to this Interrogatory.

Mahomed Cawn was Repeated before me Robert Ewing Esqr. Mayor in the presence of me James Taylor Register this Twentieth day of April 1786, the contents having been first explained to him by Dennis Phillipus Calendar, the said Dennis Phillipus Calendar having been first duly Sworn to Interpret the same. —

The Mark of \ Mahomed Cawn

James Taylor
Regr.

Robt. Ewing
Mayor

Before the King's Ordinary Mayor's Court at Madraspatnam.

Between Yedool Cawn — Attorney to Saull Bibby Prosecutor and Hawkim Cawn and Cauder Cawn Opponents. —

On the Part and Behalf of the Prosecutor. —

Depositions of Witnesses taken in this Matter by and before the Register of the said Court as follows. —

Shake Woosen of Calastree an Attendant on the Rajah of that Place aged Fifty One years or thereabouts being on this 1st. day of April in the year of

Our Lord 1786 produced as a Witness on the part of the Proponent notice of whose Examinization having been duly given to Mr. Stephen Popham Proctor for the Opponent being duly Examined deposes as follows –

1st . . . To the First Interrogatory this Deponent Saith, he knows Lawll Bibby in the Title of these Interrogatories named, as also her Attorney Yedool Cawn – This Deponent has so known Lawll Bibby Twenty eight years or thereabouts, and Yedool Cawn about the same time, This Deponent knows Hawkim Cawn and Caider Cawn, in the Title of these Interrogatories named, and has so known Hawkim Cawn about nine or Ten years, and Caider Cawn about the same time.

6th . . . To the Sixth Interrogatory this Deponent saith, he was present about two hours previous to the death of Salum Cauboo, when she directed one Abdul Caider to Write a Letter to Cassim Cawn, informing him that she was dying, and desiring him to come as soon as possible to take possession of her Estate – and this Deponent saith, that the said Cassim Cawn arrived at the house of the said Selum Cauboo about five days after her death – The said Cassim Cawn remained there about four or five days, but did not take possession of her Estate and Effects as next of kin – and the said Cassim Cawn did depart from thence without taking possession of the Estate and Effects of the said Selum Cauboo, because Hawkim Cawn one of the Opponents in the Title of these Interrogatories named had conveyed away all the Effects, and the said Cassim Cawn was apprehensive that the said Hawkim Cawn intended to kill him – This Deponent saith, that

that the said Selum Cautoo, did appoint the said Captain Cawn her Heir and Succesor - and this Deponent does conceive that he thereby became entitled to the Estate and Effects of the said Selum Cautoo Deceased - This Deponent saith, that the Moor Cast have no particular Ceremonies at their Funerals, that will intitle the persons performing them to be Heir to the Deceased - The Ceremonies at the Funeral of Selum Cautoo were performed by one Immam Saib Buxey, who Mortgaged the Bracelets of the said Selum Cautoo to defray the Expences thereof - and this Deponent further saith, that suppose Hawkim Cawn and Cauder Cawn in the Title of these Interrogatories named had performed the Funeral Ceremonys of the said Selum Cautoo Deceased, this Deponent conceives that, that alone would not make them Heirs, and Succesors or entitle them to Receive and take the Estate and Effects of the said Deceased - This Deponent saith, that the said Hawkim Cawn and Cauder Cawn claim the Estate and Effects of the said Sellum Cautoo Deceased without having any Right or Title thereto and more this Deponent saith not to this Interrogatory. -

8th ..... To the Eighth Interrogatory this Deponent saith, he hath always Resided at Calastree, and is well acquainted with its situation - This Deponent saith, that it is Subordinate to, and dependant on Arcot - and the Nayb or Deputy of the Cauzee of Arcot does constantly attend at Calastree to Transact and do the Business peculiar to that Office - This Deponent saith, that Mahomed Dawod

never was Cauzee of Calastree, nor did he ever to this Deponents knowledge officiate there as Cauzee or Deputy Cauzee by any right or Authority whatever, and more this Deponent saith not to this Interrogatory.—

To the last Interrogatory this Deponent saith, that the Mother of Cauder Cawn in the Title of these Interrogatories named was a Stranger, she came to Calastree and desired to be admitted into the House of Selum Cautoo where she remained about two Months after she was delivered of a Child deceased, about two Months after she was delivered of a Son a Slave belonging to Selum Cautoo called Abdoolah, whereupon the said Selum Cautoo turned them both out of her House - about five or Six years afterwards the said Abdoolah died, when the Mother of the said Cauder Cawn went to the House of the said Selum Cautoo and intreated her to take charge of and bring up the said Cauder Cawn as also a Daughter which she had by the said Abdoolah, as they were the Children of her Slave, which the said Selum Cautoo consented to, and the Mother went away - about Seven years afterwards she returned and Claimed her Son and Daughter from the said Selum Cautoo, whereupon the said Selum Cautoo demanded from her the Money she had expended in bringing them up, which Sum was fixed by Abdool Rainaun the Cauzee of Calastree, Immam, Saib and others of the Moor Cast, at one hundred and Twelve Pagodas which the Mother agreed to pay in Two years, if not the said Selum Cautoo might keep the said Cauder Cawn and his Sister as her Slaves, and this Deponent saith, that the Mother of the said Children never returned afterwards to claim them - and

more

more this Deponent saith not to this last Interrogatory.

Shake Woosen was Reputed before Robert Ewing Esquire Mayor in the presence of me James Taylor Register this Twentieth day of April 1786 the Contents having been first explained to him by Dennis Phillipus Calendar the said Dennis Phillipus Calendar having first duly Sworn to Interpret the same.

The Mark of  Shake Woosen

James Taylor
Regr.

Robt. Ewing
Mayor

Before the Kings Ordinary Mayors Court at Madraspatnam.

Between Yedool Cawn Attorney to Saull Bibby Proponent and Hawkim Cawn and Cauder Cawn Opponents.

On the Part and Behalf of the Proponent.

Depositions of Witnesses taken in this Matter by and before the Register of the said Court as follows.

Narraina Dofs of Calastree teacher of the Indostan Language to the Son of the Rajah of that Place, aged Eighty years or thereabouts being on this third day of April in the year of Our Lord 1786 produced as a Witness on the part of the Proponent, notice of whose Examination having been this day given to Mr. Stephen Popham Proctor for the Opponents being duly Examined Deposes as follows.——

1st. . . . . To the First Interrogatory this Deponent saith, he knows Saul Bibby in the Title of these Interrogatories named, as also her Attorney Yedool Cawn. This Deponent has so known Saull Bibby thirty years or thereabouts, and Yedool Cawn Twenty Seven years or thereabouts. This Deponent knows Hawkim Cawn and Cauder Cawn in the Title of these Interrogatories.

named, and has so known them fifteen years or thereabouts.—

6th ..... To the Sixth Interrogatory this Deponent saith, he was present about one day previous to the death of Sellum Cautoo— when she directed one Abdool Cauder to write a Letter to Cajim Cawn, informing him that she was near dying, and desiring him to come quickly to take possession of her Estate Effects and Slaves, and this Deponent saith, that the said Cajim Cawn arrived at the House of the said Sellum Cautoo, after her death and remained there about four days, but did not take possession of her Estate and Effects, because they were all sent away by Hawkim Cawn in the Title of these Interrogatories named, and the said Cajim Cawn went away being apprehensive that the said Hawkim Cawn intended to kill him— This Deponent saith, that the said Sellum Cautoo, did appoint the said Cajim Cawn to be her Heir and Successor, and this Deponent does conceive that he thereby became entitled to the Estate and Effects of the said Sellum Cautoo Deceased— This Deponent saith, that the Moor Cast have no particular Ceremonies at their Funerals, that will in themselves intitle the Person performing them to be Heir to the said Deceased— The Ceremonies at the Funeral of Sellum Cautoo Deceased were performed by one Immam Saib, Buxey, the Cauzee, and others of the Moor Cast— and this Deponent further saith, that suppose the Opponents Hawkim Cawn and Cauder Cawn had performed the funeral Ceremonies of the said Sellum Cautoo Deceased, this Deponent conceives that, that alone would not make them Heirs and

Successors

Successors or entitle them to receive and take the Estate and Effects of the said Deceased – This Deponent saith that the said Hawkins Cawn and Cauder Cawn claim the Estate and Effects of the said Sellum Cautoo Deceased without having any Right or Title thereto and more this Deponent saith not to this Interrogatory –

8th . . . . . To the Eighth Interrogatory this Deponent saith he hath always resided at Calastree and is well acquainted with its situation – that it is Subordinate to and dependant upon Arcot – and the Nayb or Deputy of the Cauzee of Arcot does constantly attend at Calastry to transact and do the Business peculiar to that Office – This Deponent saith that Mahomed Dawood never was Cauzee of Calastree nor did he ever to this Deponents knowledge officiate there as Cauzee by any right or Authority whatever – and more this Deponent saith not to this or the last Interrogatory. –

Narrain Doss was Repeated before me Robert Ewing Esquire Mayor in the presence of me James Taylor Register this Twentieth day of April 1786 the Contents having been first explained to him by Dennis Phillipus Calendar, the said Dennis Phillipus Calendar having been first duly Sworn to Interpret the same. –

James Taylor
Regr.

Robt. Ewing
Mayor

Before the Kings Ordinary Mayors Court at Madraspatnam.— Between yedool Cawn attorney to Lawll Bibby Proponent and Hawhim Cawn and Cauder Cawn — Opponents. —

On the Part and Behalf of the Proponent.—

Depositions of Witnesses taken in this Matter by and before the Register of the said Court as follows.—

Cassim Saib of Pundamalee Inhabitant aged Sixty five years or thereabouts being on this third day of April in the year of Our Lord 1786, produced as a Witness on the Part and behalf of the Proponent, notice of whose Examination having been this day given to Mr. Stephen Postham Proctor for the Opponent being duly Examined Deposes as follows.—

1st . . . . . To the First Interrogatory this Deponent saith, he knows Lawll Bibby in the Title of these Interrogatories named, as also her attorney yedool Cawn. This Deponent has so known Lawll Bibby forty five years or thereabouts, and yedool Cawn from his Infancy. This Deponent knows Hawhim Cawn and Cauder Cawn in the Title of these Interrogatories named, and has so known them Twelve years or thereabouts.—

2nd . . . . . To the Second Interrogatory this Deponent saith, he did know Hafeiz Cawn and Seleem Cautoo his Wife in their respective life times, and was intimate in their Family, and well acquainted with their Public and Private Concerns. This Deponent was so acquainted with them from this Deponents Infancy and was during such intercourse with the Family well acquainted with their Servants and Slaves. This Deponent did know Abdulah in the Pleadings in this Cause named, This Deponent does not know who his Father was but his Mother was a Slave belonging to one

Munnuzy

Before the Kings Ordinary Mayors Court at Madraspatnam — Between Yedool Cauvr — attorney to Saull Bibby Proponent and Hawkim Cawn and Cauder Cawn Opponents —

On the part and Behalf of the Proponent —

Depositions of Witnesses taken in this Matter by and before the Register of the said Court as follows —

Cassim Saib of Pundamalee Inhabitant Aged Sixty five years or thereabouts being on this third day of April in the year of our Lord One Thousand Seven Hundred and Eighty Six produced as a Witness on the Part of the Proponent, notice of whose Examination having been this day given to Mr. Stephen Popham Proctor for the Opponents being duly Examined deposes as follows —

1st To the First Interrogatory this Deponent saith, he knows Saull Bibby in the Title of these Interrogatories named, as also her Attorney Yedool Cawn — This Deponent has so known Saull Bibby for [illegible] years or thereabouts, and Yedool Cawn from his Infancy — This Deponent knows Hawkim Cawn and Cauder Cawn in the [illegible] these Interrogatories named, and has so known them Twelve years or thereabouts —

2nd To the Second Interrogatory this Deponent saith, he did know Hafeim Cawn and Sellum Cautoo his Wife in their respective life times, and was intimate in their family, and well acquainted with their Public and Private concerns — This Deponent was so acquainted with them from this Deponents Infancy and was during such intercourse with the Family well acquainted with their Servants and Slaves — this Deponent did know Abdulah [illegible] in the Pleadings in this Cause named, this Deponent does not

know who his Father was but his Mother was a Slave belonging to one Mumrize Cauvn, and the said Abdullah was purchased by the said Selam Cautoo for Two Pagodas and was considered and treated by the said Family as a Slave - and more this Deponent saith not to this Interrogatory. —

3rd ..... To the Third Interrogatory this Deponent saith, he was present about two Hours previous to the death of Hasein Cauvn, who was very — desirous of settling his Estate and Affairs and appointing his Heir and Successor - and this Deponent saith that he declared and — appointed his younger Brother Cassim Cauvn to be his Heir and Successor to his Sagee and all his Estate and Effects, as also to take care and support his Wife Sellum Cautoo and his Servants, and Slaves - and this Deponent saith, that the said Hasein Cauvn did at the time of his making such appointment appear to be of sound mind Memory and understanding was to be perfectly distinct and clear in what he did, and more this Deponent saith not to this — Interrogatory. —

4th ..... To the Fourth Interrogatory this Deponent saith, that the said Cassim Cauvn in the pleadings in this Cause named, did succeed as Heir and Successor to his Brother Hasein Cauvn by his express — order and direction, and did take charge of and support the — Widow and family of his said Deceased Brother, and also did take charge of his Estate and Effects and in particular of a certain Sagueer of the Villages of the Sort of Poonamallee - and this Deponent — saith, that the said Cassim Cauvn did remain in the quiet and — undisturbed possession thereof, and more this Deponent saith not to this Interrogatory. —

5th

5th ..... To the Fifth Interrogatory this Deponent saith, he was well acquainted with Sellum Cautoo after the death of her Husband Hajeim Cawn— she resided for about Two years after her Husband's death at Poodoopauk near Chepauk and during Lally's War she removed to Calastree where she died about Eighteen years afterwards— The said Sellum Cautoo had one Daughter called Buddee Bibby, who died about the age of Twelve years— The said Sellum Cautoo never Adopted any Person as a Son or Daughter— This Deponent saith, that such Adoption is not usual and customary among the Moors, and is not conformable to the Mahometan Laws— This Deponent saith, that neither Abdullah in these Interrogatories named, nor any Child or Children of his was or were ever Adopted as the Son and Heir or Daughter & Heiress of the said Sellum Cautoo— And this Deponent saith that the said Abdullah and his Children were treated and Considered by the said Sellum Cautoo as Slaves— and this Deponent saith he hath no reason to believe or suppose from what he has heard or believes that the said Sellum Cautoo ever intended to appoint the Deponents Hawsim Cawn and Cauder Cawn Her Heirs by Adoption and more this Deponent saith not to this Interrogatory.—

7th ..... To the Seventh Interrogatory this Deponent saith, that the said Casim Cawn upon the death of his Brother Hajeim Cawn did by virtue and Consequence of his being appointed his heir and Successor enter upon and take possession of his Estate and Effects and in particular of the Jaghier Villages and Sort of Poonamalee,

and

and continued in the posession thereof untill the Honble Company entered into a Treaty with him for the Purchase thereof upon a Pension of One thousand Pagodas per Annum - and the said Casim Cawn did continue to receive the said Pension 'till the time of his Death, and did by his Last Will Order and Direct that after his Death the same should be paid to his Widow Lawll Bibby, and after her death, to his Son in Law the said Yedool Cawn - and more this Deponent saith not to this or the Last Interrogatory. -

Cassim Saib

Casim Saib was Repeated before me Robert Ewing Esquire Mayor in the Presence of me James Taylor Register this Twentieth day of April 1786 the Contents having been first Explained to him by Dennis Phillipus Calendar, the said Dennis Phillipus Calendar having been first duly Sworn to Interpret the same. -

James Taylor
Regr.

Robt Ewing
Mayor

Before the Kings Ordinary Mayors Court at Madrasspatnam. -

Between Yedool Cawn Attorney to Lawll Bibby Proponent - and Hawkim Cawn and Cauder Cawn - Opponents. -

On the Part and Behalf of the Proponent

Depositions of Witnesses taken in this Matter by and before the Register of the said Court as follows. -

Mahomed Arif of Coomarala Inhabitant aged Sixty years or thereabouts being on this Eighth day of April in the year of Our Lord 1792 produced

as

as a Witness on the part of the Proponent notice of whose Examination having been this day given to Mr. Stephen Popham Proctor for the Opponents being duly Examined Deposes as follows.—

1st To the First Interrogatory this Deponent saith, he knows Saull Bibby in the Title of these Interrogatories named as also his Attorney Yedool Cawn. This Deponent has so known Saull Bibby Forty years or thereabouts and Yedool Cawn thirty years or thereabouts. This Deponent knows Hawkins Cawn and Caudee Cawn in the Title of these Interrogatories named—and has so known them Seven years or thereabouts.—

2nd . . . To the Second Interrogatory this Deponent saith he did know Hafsein Cawn and Sellum Cautoo his Wife in their respective life times, and this Deponent was intimate in their family and well acquainted with their Public and Private Concerns—This Deponent was acquainted with the said Hafsein Cawn and Sellum Cautoo forty years, and served them in the Station of a Messenger during that time, and this Deponent was during such Intercourse with the said Family intimately and well acquainted with their Servants and Slaves—This Deponent did know one Abdullah in the Pleadings in this Cause named he was the Son of a Woman Slave named Hafsanah, and was Considered and treated by the said Family as a Slave—and this Deponent saith that the said Abdullah became the Servant or Slave of the said Hafsein Cawn and Sellum Cautoo by Hafsein Cawn and Sellum Cautoo purchasing him for the Sum of Two Pagodas, and more this Deponent saith not to this Interrogatory.—

3rd . . . To the Third Interrogatory this Deponent saith, he was present

about Two days previous to the death of the said Hajeim Cawn, when he was desirous of Settling his Estate and affairs and appointing his Heir and Succeffor - He then appointed his Brother Caffim Cawn his Heir and Succeffor, and desired him to take charge of his Jaghier and all his Estate and Effects and support his Wife and family, and this Deponent saith that the said Hajeim Cawn appeared to be of sound mind Memory and understanding so as to be perfectly distinct and clear in what he, and more this Deponent saith not to this Interrogatory.-

4th " To the Fourth Interrogatory this Deponent saith, that the said Caffim Cawn did Succeed as Heir and Succeffor to his Brother Hajeim Cawn by his express order and direction, and did take charge of and support the Widow and Family of his said Deceased Brother, and did also take charge of his Estate and Effects, and in particular of a certain Jaghier of the Villages of the Fort of Coonamalee - and the said Caffim Cawn did Remain in the undisturbed possession thereof, and more this Deponent saith not to this Interrogatory.-

5th " To the Fifth Interrogatory this Deponent saith, he was well acquainted with the said Sellum Cautoo after the Death of her said Husband Hajeim Cawn - She lived at Poodupauk, and in Lally's War she went to Calastree, where she died about Twenty years after= wards - She said Sellum Cautoo had one Daughter married — Budde Bibby who died at Calastree when she was about Twelve — years old - The said Sellum Cautoo never did adopt any Person as a Son or Daughter - And this Deponent saith, that such adoption is not usual and customary among the Moors and is not —

Conformable

conformable to the Mahomedan Laws - This Deponent saith, that neither Abdoollah in the Title of these Interrogatorys named, nor any Child or Children of his were ever adopted as the Son and Heir or Daughter and Heirs of the said Sellum Cautoo Deceased - and this Deponent saith, that the said Abdullah and his Children were treated and Considered by the said Sellum Cautoo in the light or Capacity of Slaves - and this Deponent saith, that from what he has seen, has heard or believes, he has no Reason to suppose that the said Sellum Cautoo intended to appoint the Opponents Hawkim Cawn and Cauder Cawn her Heirs by Adoption, and more this Deponent saith not to this Interrogatory -

7th To the Seventh Interrogatory this Deponent saith, that the said Cassim Cawn upon the death of his Brother Hassein Cawn by virtue and in consequence of his being appointed his Heir and Successor did enter upon and take possession of his Estate and Effects and in particular of the Jagheer Villages and Fort of Poonamallee and continued so till the Honble Company entered into a Treaty with him for the purchase thereof upon a Pension of One Thousand Pagodas p Annum - And this Deponent saith that the said Cassim Cawn did continue to Receive the said Pension till the time of his death, and directed the said Pension after his death to be paid to Saull Bibby his Wife - and after her death to the said Yedool Cawn, and more this Deponent saith not to this or the last Interrogatory -

Mahomed Arif was Repeated before me

Robert Ewing Esqr. Mayor in the presence of me James Taylor Register this Twentieth day of April 1786, the Contents having been first explained to him by Dennis Philipus Calendar, the said Dennis Philipus Calendar having been first duly Sworn to Interpret the same. —

James Taylor
Regr.

Robt. Ewing
Mayor

In the King's Ordinary

Additional Interrogatories

Mr. Haliburton
Mahomed Ibraheem
Shake Ibraheem
Syed Peer Mahomed
Mahomed Ally beg
Murabdul Rytheman
Goolam Mohedeen
Shake Abdul Cauder
Fattoomah

to be Administered to such Witnesses as shall be produced Sworn and Examined on the Part and Behalf of Yedool Cawn Attorney to Saull Bibby Proponent and Hawkins Cawn and Cauder Cawn now or late of Madras Opponents. —

To all the Witnesses 1st. Interrogatory Do you or do you not know the Parties Saull Bibby and her Attorney Yedool Cawn Proponent and Hawkins Cawn and Cauder Cawn Opponents in the Title of these Interrogatories named If yea how long have you so known them or either and which of them Respectively Declare. —

Mahomed Ibraheem
Shake Ibraheem
Syed Peer Mahomed
Mahomed Ally beg
Murabdul Rytheman
Goolam Mahodeen

2nd. Interrogatory Did you or did you not know Sillum Cautoo if yea how long did you know or was you acquainted with her in her life time and who was the said Sillum Cautoo was she or was she not the Widow of Hussain Cawn formerly Killadar

of

of Poonamalie were you or were you not a Servant or Writer to the Sillum Cautoo in some and what other Capacity.—

Shake Abdul Cawder 3rd Interrogatory Look at the Paper Writing now produced and Shewn to you Marked A is or is not the same your Hand Writing if yea at whose Instance and Request did you so Write the same Look at the Seal or Impression affixed to the Cover thereof what does the same Signify and express and is or is not customary for Persons of the Moor Sect or Cast to Seal Letters or other Papers with an Impression of their name instead of Signing or Subscribing their names at the foot or bottom of the same as is usual with European Nations and others.—

Ditto 4th Interrogatory Did you or did you not know Sillum Cautoo in her life time and were you or were you not a Servant or attendant upon the said Sillum Cautoo.—

Mahomed Ibraheem
Shake Ibraheem
Syed Peer Mahomed
Mahomed ally beg
Meerabdul Rahemun
Goolan Mohieden

5th Interrogatory Did you or did you not know Hussin Cawn and Cassim Cawn if yea were they or were they not Related and how.—

Ditto 6th Interrogatory Did you or did you not know Sillum Cautoo and Lawll Bibby if yea who were they respectively.—

Ditto 7th Interrogatory Do you or do you not know whether the said Hussin Cawn and Sillum Cautoo had any Children during their Life time.—

Mahomed Ibraheem
Mahomed Ally beg
Meerabdul Rahemun
Goolan Mohieden
Shake Abdul Cawder

8th Interrogatory Look at the Paper Writing now produced and Shewn you at this the time of your Examination Marked B purporting to be—

an Ecclesiastical Decree or Fauthooah Originally in the Persian Language under the Seal of the Mufte or the Head Law Officer Mahomed Gauyazodien and is or is not the Contents of all and every the Words and figures thereon Contained to be true Sincere and Just and according to the Confirm Laws of your and the Mahometan Cast in general If yea can an Addopted Son, or a Bond or Free Slave or the Issues of a Bond or Free Slave by such Decree or Fauthoah inherit the Estate or become Heirs at Law to the Person addopting such Child or the Slaves to their Lords or Masters Declare the whole you know Regarding such Laws or have heard and do believe together with your Reasons for such your belief.—

Fa Hoomah 9.th Interrogatory Look at the Paper Writing now produced to you Marked A did or did not Shake Abdool Cauder write the same if yea did the said Shake Abdool Cauder or did not so Write the same at the request and by the directions of the said Sillum Cautoo.—

Ditto . . . . 10.th Interrogatory Look at the Seal or Impression on the Cover of the said Letter or Paper Writing Marked A what does the same signify and express was or was not the said Letter or Paper Writing so Sealed with the said Seal having the said Impression by the said Sellum Cautoo if nay by whom else.—

Ditto . . . . 11.th Interrogatory Was you or was you not acquainted with Sellum Cautoo in her life time If yea how long have you been so acquainted with her where was you born was it in the House of the said Sillum Cautoo or in any other place or Place and how long

Long did you Remain in the House of the said Sillum Cautoo
in what Station was your Mother in the House of the said Sillum
Cautoo and did you at any time or times in the Course of the
time you was in the House of the said Sillum Cautoo ever see one
Mahomed Dawood or was he ever sent for by the said Sillum
Cautoo upon any Occasion either at the time of her illness or at any
other time or times before or since and did the said Mahomed
Daudoo ever perform the functions of Cauzee or the Deputy
Cauzee at Calastree and was he ever appointed to that place
If nay who were the Cauzee or the Naick or Deputy Cauzee at
Calastree during the time the said Sillum Cautoo lived there.

Mr. Haliburton. 12th Interrogatory Look at the Paper Writing Marked
C with the Translation at the foot thereof now at the time of your
Examination shewn to you is or is not the same so Translated
by you and are you not Sworn Persian Translator to the Company.

Ditto. . . . 13th Interrogatory Do you or do you not know Mola Aly Cawn
the Company Judder or Examiner who hath Signed the said Paper
Writing or Certificate if yea do you or do you not know whether he
is worthy of Credit and esteemed as such by his own Cast.

Ditto. . . . 14th Interrogatory Have you or have you not in Conse-
quence of your Station and Employ as Persian Translator had
frequent Occasion to Perceive and Examine Papers Subscribed
and Certified by the said Mola Aly Cawn Relative to the right
of Individuals of the Moorish Tribe or Cast and also Decision
concerning their property and are or are not all such Certificates

(and

and Decisions so made by him allowed of and looked upon as
authentic in all Courts whatever.—

Interrogatory Lastly Do you know of any other Matter or thing or have you heard or can you say any thing touching the Matter in Question that may tend to the benefit and advantage of the Proponent in this Cause beside what you have been already Interrogated unto Declare the same fully and at large as if you had been particularly Interrogated.

Cha.s Baker
J. Grierson
} Attorneys for Proponent

B.

L.S. { Mufty, the Support of the Law
Mahomed Ghias ud dien

How say the Mufties and learned of the Enlightned Law in answer to the following Case.

In the Case of a Person possessed of property dying Intestate can a Slave purchased by himself warranted to be Saleable by the Law and therefore part of her Estate or the Children of that Slave, or a freed man once a Slave or the Adopted Son of the Deceased— can persons of the above four preceding descriptions Lawfully Inherit the above Estate on Selling up as Heirs to it.—

Answer— with deference to the Supreme Wisdom of God the Answer is given.—

The

The Rights of Inheritance in Law are four – First that of Consanguinity – Second that by Marriage – Third that of Willa Viz.t right to the property of a Person or a Slave who may die without Children or Heirs – Fourth that of Community of Muslman Viz.t to partake as Charity of the Estate of a Person dying without heir – Excepting these four modes as above described neither a Slave nor the Children of a Slave the freedman nor the adopted can in any way Inherit an Estate of a Deceased Person or any part of it – If a Person according to Custom should take a Child and adopt him as his Son and one of these two Persons die the Survivor cannot be the heir of the other – that is – supposing the Adopted Child to die first the Person who adopted him cannot be his Heir and if the Person who adopted should die – the Adopted cannot Inherit his Estate. It is equally the same whether either of them have Children or not. –

This is according to the Fauthawah or Law Book entitled the Shalillul Mushkilah. –

A true Translation from the Original –

David Haliburton

B

This Exhibit was produced to Mahomed Ibraheem at the time of his Examination before me in a Matter wherein Yedool Cawn Attorney to Saull Bibby is Prosp.t and Hawkins Hawn and Cauder Cawn Opp.ts on the 31.st May 1786.

James Taylor

Reg.r

This Exhibit was also produced to Mahomed Ally Beg Meerabdul Ryhuman and Shake Abdul Cauder at the Respective times of their Examination on the 5.th and 19.th Days of June 1786.—

James Taylor

Reg.r

C.

L.S. of Cauzy Mahomed Ibo Baker.

Written in the Cauzees hand writing

In Testimony of the Truth of the within Contents Attested by these Witnesses the Official Seal of the holy Law hath been affixed hereto.—

Lall Biby the Widow and the rest of the Family of Cajum Cawn the late Hilladar of Poonamalee, as also Yeddul Cawn his Son in Law are the Successors and Heirs of the said Cajum Cawn they are living and forthcoming, and reside in Mootial Pettah in Madras— And the Sum of One thousand Star Pagodas is paid to them yearly out of the honorable Company's Treasury for their

Maintenance

Maintenance. —

L. S. of the Company's Sudder

Mola aly Caun

Dated the 21.th of the Month Zehudge 1192 of Hegyra or 20.th October 1778

Witnesses. Aminud deen aly Caun — Mahomed Saleh — Fazel Caun — Mahomed Ibrahim — Meer Ibrahim — Mahomed Jaffer — Goolam Mohaddeen. —

A true Translation of the above Certificate which is given in the usual form of these granted by the Sudder. —

David Haliburton

Persian Translator

C

This Exhibit was produced to Mr. David Haliburton at the time of his Examination before me in a Matter wherein Yedool Caun Attorney to Saull Bibby is Propt. and Hawhim Caun and Caudee Caun Oppts. on the 10.th July 1786. —

James Taylor

Regr.

1167

Before the King's Ordinary Mayor's Court at Madraspatnam — Between Yedool Cawn Attorney to Laull Bibby Proponents and Hawkim Cawn and Cauder Cawn Opponents. —

On the Part and Behalf of the Proponent

Depositions of Witnesses taken in this Matter by and before the Register of the said Court as follows. —

David Haliburton of Madraspatnam Senior Merchant in the Service of the Honble the United English East India Company and Persian Translator &c. aged 32 years or thereabouts being on this Tenth day of July in the year of Our Lord 1786 produced as a Witness on the part of the Proponent — Notice of whose examination having been this day given to Mr. Stephen Popham Proctor for the Opponents being duly Examined Deposes as follows. —

1st . . . . . To the first Interrogatory this Deponent saith, he knows Yedool Cawn in the Title of these Interrogatories named, but is not acquainted with Laull Bibby — This Deponent has so known Yedool Cawn nine years or thereabouts — This Deponent has seen Hawkim Cawn and Cawder Cawn in the Title of these Interrogatories named, but is not acquainted with either of them. —

12th . . . . . To the Twelfth Interrogatory this Deponent saith, he hath looked at the Paper Writing in the Persian Language now produced to him at this the time of his Examination Marked C, with a Translation at the foot thereof and this Deponent saith, that the same was Translated by this Deponent, and that this Deponent is the Sworn Persian Translator to the Company, and more this Deponent saith not to this Interrogatory. —

13th . . . . . To the Thirteenth Interrogatory this Deponent saith, he —

Knows

knows Mola aly Cawn who was Sudder or Examiner to the
Company, and hath affixed his Seal to the said Paper Writing
or Certificate, and this Deponent believes that the said Mola aly
Cawn is a man Worthy of Credit, and Considered and Esteemed
as such by his own Cast, and more this Deponent saith not to
this Interrogatory.—

11th . . . . . To the Fourteenth Interrogatory this Deponent saith, that on
occasions to purceive and Examine Papers in the Persian Languge
which have been Sealed or Certified by the said Mola aly—
Cawn by virtue of the Office he held as Sudder to the Company—
relative to the Rights of Individuals of the Moorish Tribe or Cast
as well as other Sects or Casts of People, and this Deponent saith,
that all such Certificates, have been allowed of and looked upon
as Authentic—and more this Deponent saith not to this or the
last Interrogatory.—

May 29th 1787— David Haliburton was
Sworn before me James Call Esquire Mayor
in the presence of me James Taylor Register.

David Haliburton

James Taylor
Regr

Ja. Call
Mayor

1169

Before the Kings Ordinary Mayors Court at Madraspatnam — Between Yedool Cawn Attorney to Saull Bibby Propnt. and Hawkim Cawn and Cauder Cawn Opponents. —

On the Part and Behalf of the Propound.

Depositions of Witnesses taken in this Matter by and before the Register of the said Court as follows. —

Mahomed Ibrahim of Madraspatnam Teacher of the Persian Language aged Fifty Eight years or thereabouts being on the 31st day of May the year of Our Lord 1786 produced as a Witness on the part of the Propound notice of whose Examination having been this day given to Mr. Stephen & Popham Proctor for the Opponents being duly Examined Deposes as follows. —

1st. . . . . To the First Interrogatory this Deponent saith, he does know Saull Bibby and her Attorney Yedool Cawn in the Title of these Interrogatories named, but this Deponent does not know either Hawkim Cawn or Cauder Cawn — This Deponent has so known Saull Bibby Thirty five years or thereabouts, and Yedool Cawn about fifteen years. —

2nd. . . . . To the Second Interrogatory this Deponent saith he did know Sellum Cautoo, and was acquainted with her for about Thirty five years previous to her death, she was the Widow of Hafain Cawn formerly Hellidar of Poonamalee, This Deponent never served the said Sellum Cautoo in any Capacity whatever, and more this Deponent saith not to this Interrogatory. —

5th. . . . . To the Fifth Interrogatory this Deponent saith, he did know Hafain Cawn and Cafim Cawn they were Brothers,

and

and Hajain Cawn was the Eldest of them - and more this Depon-
ent saith not to this Interrogatory. —

6th ..... To the Sixth Interrogatory this Deponent saith he did know
Sellum Cautoo and Saull Bibby - the said Sellum Cautoo was
the Wife of Hajain Cawn and Saull Bibby was the Wife of
Cajim Cawn, and more this Deponent saith not to this —
Interrogatory. —

7th ..... To the Seventh Interrogatory this Deponent saith that the
said Hajain Cawn and Sellum Cautoo had only one Child, —
which was a Daughter, who died a few years after the Death of
her father - and more this Deponent saith not to this Interrogatory.

8th ..... To the Eighth Interrogatory this Deponent saith, he has looked at
Paper Writing in the Persian Language Marked **B** now produced
and Shewn to him at this the time of his Examination purporting to
be an Ecclesiastical Decree or Fauthooah under the Seal of the —
Seal of the Mufftee or the head Law Officer Mahomed Ganyezodeen —
and the Contents thereof are true and Sincere according to the Estab-
lished Laws of the Mahomedan Cast in General - and this Deponent
saith, that neither an Adopted Son, a Bond or Free Slave, nor the —
Issues of either of them can by such Decree or Fauthooah inherit the
Estate or become Heirs at Law to the Person adopting such Child or the
Slaves to their Lords or Masters, and more this Deponent saith not to this
or the last Interrogatory. —

Mahomed Ibrahim was Repeated before me Robert Ewing
Esqr. Mayor in the Presence of me James Taylor Register this fifth day of
July 1786, the Contents having been first explained to him by Dennis
Phillipus Calendar the said Dennis Phillipus Calendar having been first duly
Sworn to Interpret the same. — James Taylor Reg.r Rob.t Ewing mayor

C.M.I. 6

Before the Kings Ordinary Mayors Court at Madraspatnam

Between Yedool Cawn Attorney to Saull Bibby Proponent and Hawkim Cawn and Cauder Cawn Opponents.

On the Part and Behalf of the Proponent.

Depositions of Witnesses taken in this Matter by and before the Register of the said Court as follows.—

Shake Ibrahim of Coonamalee Inhabitant aged fifty five years or thereabouts being on this 31st. day of May in the year of Our Lord 1786 produced as a Witness on the part of the Proponent notice of whose Examination having been this day given to Mr. Stephen Popham Proctor for the Opponents being duly Examined Deposes as follows.—

1st. ..... To the First Interrogatory this Deponent saith, he knows Saull Bibby and her Attorney Yedool Cawn in the Interrogatories named—but this Deponent does not know either Hawkim Cawn or Cauder Cawn—This Deponent has so known Saull Bibby from this Deponents Infancy, and Yedool Cawn Twenty years or thereabouts.—

2nd. ..... To the Second Interrogatory this Deponent saith, he did know Sellum Cautoo, and was acquainted with her for about Forty years previous to her death, This Deponent having known her from this Deponents Infancy—The said Sellum Cautoo was the Widow of Hussain Cawn formerly Hellidar of Coonamallee, This Deponent never Served the said Sellum Cautoo in any Capacity whatever, and more this Deponent saith not to this Interrogatory.—

5th. ..... To the Fifth Interrogatory this Deponent saith, he did know Hussain

Hussain Cawn and Cassim Cawn, they were Brothers—and more this Deponent saith not to this Interrogatory.—

6th. ..... To the Sixth Interrogatory this Deponent saith, he did know Sellum Cautoo was the Wife of Hussain Cawn, and Saull Bibby was the Wife of Cassim Cawn—and more this Deponent saith not to this Interrogatory.

7th. ..... To the Seventh Interrogatory this Deponent saith, he knows that the said Hussain Cawn and Sellum Cautoo had only one Child, which was a Daughter, and more this Deponent saith not to this or the last Interrogatory.—

Shake Ibrahim was Sworn before me Robert Ewing Esqr. Mayor in the presence of me James Taylor Register this Fifth day of July 1786. the Contents having been first explained to him by Dennis Phillippus Calendar, the said Dennis Phillippus Calendar, having been first duly Sworn to Interpret the same.—

James Taylor Regr. Rob. Ewing Mayor

Before the Kings Ordinary Mayors Court at Madraspatnam

Between Yedool Cawn—attorney to Saull Bibby Proponent and Hawkim Cawn and Cauder Cawn Opponents.—

On the Part and Behalf of the Proponent.

Depositions of Witnesses taken in this Matter by and before the Register of the said Court as follows.—

Syed Peer Mahomed of Madraspatnam Inhabitant aged—

Seventy

1793

Twenty four years or thereabouth being on this 31st day of May in the year of Our Lord 1786 produced as a Witness on the part of the Deponent, notice of whose examination having been this day given to Mr. Stephen Popham Proctor for the Opponents being duly Examined Deposes as follows.

1st ..... To the First Interrogatory this Deponent saith, he does know Saull Bibby and her Attorney Yedool Cawn in the title of these Interrogatories named, but this Deponent does not know either Hawkirn Cawn or Cauder Cawn - This Deponent has so known Saul Bibby Twenty five years or thereabouth, and Yedool Cawn fifteen years or thereabouth.

2nd ..... To the Second Interrogatory this Deponent saith, he did know Sellum Cautoo, and was acquainted with her for about Thirty years previous to her death, she was the Widow of Hafsain Cawn formerly Hellidar of Coorumalee, this Deponent never Serves the said Sellum Cautoo in any Capacity whatever - and more this Deponent saith not to this Interrogatory.

5th ..... To the Fifth Interrogatory this Deponent saith, he did know Cafsim Cawn, but was not acquainted with Hafsain Cawn, and this Deponent knows that the said Hafsain Cawn and Cafsim Cawn were Brothers, and more this Deponent saith not to this Interrogatory.

6th ..... To the Sixth Interrogatory this Deponent saith, he did know Sellum Cautoo and Saul Bibby - The said Sellum Cautoo was the Wife of Hafsain Cawn and Saul Bibby was the Wife of Cafsim Cawn, and more this Deponent saith not to this Interrogatory.

7th ..... To the Seventh Interrogatory this Deponent saith, he knows that the said Hafsain Cawn and Sillum Cautoo had only one Child, which was a Daughter, who died and more this Deponent saith not to this or the last Interrogatory.

Syed Peer Mahomed was Repeated before me Robert Ewing Esqr. Mayor in the presence of me James Taylor Regr. this Fifth day of July 1786, the Contents having been first explained to him by Dennis Philipus Calendar, the said Dennis Philipus Calendar having been first duly Sworn to Interpret the same. - James Taylor Regr. - Robt. Ewing

Before the King's Ordinary Mayor's Court at Madraspatnam

Between Yedool Cawn Attorny to Saul Bibby Proponent and Hawkim Cawn and Caudee Cawn Opponents.—

On the Part and Behalf of the Proponent.—

Depositions of Witnyses taken in this Matter by and Before the Register of the said Court as follows.—

Mahomed Ally Beg of Poonamalee Inhabitant aged Eighty years or thereabouts being on this Fifth day of June in the year of our Lord 1786 produced as a Witnys on the part of the Proponent notice of whose Examination having been this day given to Mr. Stephen Popham Proctor for the Opponents being duly Examined Depones as follows.—

1st ..... To the First Interrogatory this Deponent saith, he knows Saull Bibby and her Attorney Yedool Cawn in the Title of these Interrogatories named, but this Deponent does not know either Hawkim Cawn or Caudee Cawn.— This Deponent has so known Saul Bibby Forty years or thereabouts, and Yedool Cawn from his the said yedool Cawns Infancy.—

2nd ..... To the Second Interrogatory this Deponent saith, he did know Sellum Cautoo, and this Deponent so knew her for about Thirty years before her death, The said Sellum Cautoo was the Widow of Hafsain Cawn formerly Hellidar of Poonamalee, This Deponent never Served the said Sellum Cautoo in any Station or Capacity whatever, and more this Deponent saith not to this Interrogatory.—

5th ..... To the Fifth Interrogatory this Deponent saith, he did know Hafsain Cawn and Cafsim Cawn, they were Two Brothers, and more this Deponent saith not to this Interrogatory.—

6th ..... To the Sixth Interrogatory this Deponent saith, he did know Sellum Cautoo

Cautoo and Saull Bibby, The said Sellum Cautoo was the Wife of the Eldest Brother Hafsain Cawn, and Saull Bibby was the Wife of the Youngest Brother Cafsim Cawn, and more this Deponent saith not to this Interrogatory.—

7th . . . . To the Seventh Interrogatory this Deponent saith, he knows that Hafsain Cawn and Sellum Cautoo had only one Child, which was a Girl, named Buddee Bibby, and more this Deponent saith not to this Interrogatory.—

8th . . . . To the Eighth Interrogatory this Deponent saith, he has looked at the Paper Writing now produced and Shown to him at this the time of his Examination Marked B, purporting to be an Ecclesiastical Decree or Fauthooah Originally in the Persian Language under the Seal of the Mufter or the Head Law Officer Mahomed Ganyezodeen—and this Deponent saith, that the Contents thereof are true and sincere according to the Laws of this Deponents Cast and the Mahometan Cast in General—and this Deponent saith that no Adopted Son, Bond or Free Slave or their Issues can by such Decree or Fauthooah inherit the Estate or become Heirs at Law to the person Adopting them, or the Slaves to their Masters, and more this Deponent saith not to this or the last Interrogatory.—

Mahomed Ally Beg was Repeated before me Robert Ewing Esqre Mayor in the Presence of me James Taylor Register, this fifth day of July 1786 the Contents having been first explained to him, by Dennis Philipus Calendar, the said Dennis Philipus Calendar having been first duly Sworn to Interpret the same.—

محمد علی بیگ

James Taylor
Regr

Robt Ewing
Mayor

Before the King's Ordinary Mayor's Court at Madraspatnam

Between Yedool Cawn attorney to Lawll Bibby Proponent and Hawkim Cawn and Cauder Cawn Opponents.—

On the Part and Behalf of the Proponent.—

Depositions of Witnesses taken in this Matter by and before the Register of the said Court.—

Meerabdul Ryheman of Madraspatnam Merchant aged Fifty Six years or thereabouts being on this Nineteenth day of June in the year of our Lord 1786 produced as a Witness on the part of the Proponent notice of whose Examination having been this day given to Mr. Stephen Popham Proctor for the Opponents being duly Examined Deposes as follows.—

1st ..... To the First Interrogatory this Deponent saith, he knows Lawll Bibby and her Attorney Yedool Cawn in the Title of these Interrogatories named— This Deponent has seen Hawkim Cawn but is not acquainted with either him or Cauder Cawn— This Deponent has so known Lawll Bibby Thirty five years or thereabouts, and Yedool Cawn Twenty years or thereabouts.—

2nd ..... To the Second Interrogatory this Deponent saith, he did know Sellum Cautoo and was acquainted with her for about Thirty five years previous to her death, She said Sellum Cautoo was the Widow of Hafeim Cawn formerly Killedar of Coonamalee— This Deponent never Served the said Sellum Cautoo in any Station or Capacity whatever— and more this Deponent saith not to this Interrogatory.—

5th ..... To the Fifth Interrogatory this Deponent saith, he did know Hafeim Cawn and Cafim Cawn they were Brothers, and more this Deponent saith not to this Interrogatory.—

6th

1777

6th ..... To the Sixth Interrogatory this Deponent saith he did know Sellum Cautoo was the Wife of Hasein Cawn and Saull Bibby was the Wife of Cajsin Cawn - and more this Deponent saith not to this Interrogatory. —

7th ..... To the Seventh Interrogatory this Deponent saith that the said Hasein Cawn and Sellum Cautoo had only one Child in their life time, which was a Daughter who died - and more this Deponent saith not to this Interrogatory. —

8th ..... To the Eighth Interrogatory this Deponent saith he hath looked at the Paper Writing in the Persian Language now produced to him at this the time of his Examination marked **B** — purporting to be an Ecclesiastical Decree or Fatwoah under the Seal of the Mufftee or the Head Law officer Mahomed Ganyozadeen and this Deponent saith that the Contents thereof are true and sincere — according to the Established Laws of the Mahometan Castes — generally - and this Deponent saith that neither an adopted Child or his Issue can according to such Decree or Fauthoah inherit the Estate or become Heir to the Person adopting him, nor can a Slave or his Issue according to such Decree or Fauthoah become Heir or inherit the Estate of his Master - and more this Deponent saith not to this or the last Interrogatory. —

Meer abdul Ryheman was repeated before me Robert Ewing Esqr. Mayor in the presence of me James Taylor Register this Fifth day of July 1786 - the Contents having been first explained to him by Dennis Philipus Calendar, the said Dennis Philipus Calendar, having been first duly Sworn to Interpret the same. —

James Taylor
Regr.

Robt Ewing
Mayor

Before the King's Ordinary Mayor's Court at Madraspatnam — Between Yedool Cawn Attorny to Saull Bibby Proponent and Haukim Cawn and Cauder Cawn Opponents —

On the Part and Behalf of the Proponent.

Depositions of Witnesses taken in this Matter by and before The Register of the said Court as follows. —

Fattoomah a Native of Poonamalee but at present of Calastree her husband being a Servant to the Rajah of that place aged thirty five years or thereabouts —, being on this Seventeenth day of June in the year of our Lord 1786 produced as a Witness on the Part of the Proponent notice of whose Examination having been this day given to Mr. Stephen Popham Proctor for the Opponents being duly Examined Deposes as follows. —

1st ..... To the First Interrogatory this Deponent saith, She knows Saull Bibby and her Attorney Yedool Cawn in the Title of these Interrogatories named — This Deponent also knows Hawkim Cawn and Cauder Cawn — This Deponent has so known Saull Bibby and Yedool Cawn from this Deponents Infancy — and this Deponent has so known Hawkim Cawn Eight years or thereabouts and Cauder Cawn from his Infancy. —

9th ..... To the Ninth Interrogatory this Deponent saith she hath looked at the Paper Writing in the Persian Language now produced to her at this the time of her Examination Marked A and this Deponent knows that one Shake Abdul Cauder did Write a Letter to one Cajeem Cawn at the request and by the direction of Sellum Cautoo Deceased, purporting that she the said Sellum Cautoo was very ill, and as she did not know

whether

whether she should live or die, she desired that the said Cassim Cawn would come quickly to take possession of her Estate and Effects, but as this can neither read nor write this Deponent does not know whether the Letter now produced to her Marked A is the identical Letter which the said Shake Abdul Cauder so wrote unto the said Cassim Cawn at the request of and by the direction of the said Sellum Cautoo Deceased, and more this Deponent saith not to this Interrogatory.

10th. To the Tenth Interrogatory this Deponent saith, she hath looked at the Seal or Impression on the Cover of the said Paper writing now produced to her Marked A, but this Deponent does not know what the same expresses or signifys - This Deponent saith that the said Sellum Cautoo Deceased did with her own hand Seal the Letter which was so Written by the said Shake Abdul Cauder to the said Cassim Cawn, but this Deponent cannot say whether the Letter now produced to her is the same Letter or not, and more this Deponent saith not to this Interrogatory.

11th. To the Eleventh Interrogatory this Deponent saith, she was acquainted with Sellum Cautoo in her life time, this Deponent was born in her House, and remained there 'till after her death - This Deponent's Mother attended on the person of the said Sellum Cautoo, and took care of her house and Cloaths - This Deponent saith that during the time she so remained in the said Sellum Cautoo's House she never saw or heard of one Mahomed Davood, nor did the said Sellum Cautoo, to this Deponent's knowledge ever send for the said Mahomed Davood upon any occasion whatever,

whatever, either during her illness or at any other time - This
Deponent further saith that the said Mahomed Davood never
did performe the function of Cauzee or Deputy Cauzee at Calastree, and
the said Mahomed Davood never was appointed to that place - and this
Deponent saith, that to the best of this Deponents recollection there
were two Cauzees at Calastree during the time the said Sellum
Cautoo lived there, one of them this Deponent thinks was named
Shake Raymand, and the other Goollam Hossain, and more this Depon-
ent saith not to this or the last Interrogatory -

On the Twenty eighth day of June in the year of Our Lord 1786. This
Deponent saith, that eight days after the death of the said Sellum
Cautoo the said Cassim Cawn arrived at her house, and enquired of this
Deponent about her Effects, whereupon this Deponent informed him,
that Hawkim Cawn three days after the Death of the said Sellum
Cautoo had sent them all away to Vencatagerry, the said Hawkim
Cawn was then at the House of the said Sellum Cautoo, and the said
Cassim Cawn and him quarrelled and were from that time Enemies
after which the said Cassim Cawn, left Calastree and went to Madras.
This Deponent further saith that Abdoolah was the Slave of the
said Sellum Cautoo, he had a Son and a Daughter by a Maid
Servant called Mausaib belonging to Sellum Cautoo, after
the death of the said Abdoolah, the said Mausaib brought the
two Children to the said Sellum Cautoo, and said, that they were
her Slaves, about Six years afterwards she returned and
demanded the Children from the said Sellum Cautoo, who

refused

refused to deliver them up - whereupon the said Mausaib went and complained to the Cauzee and Cutwall, who Ordered her to pay Page 111 or 112 r. to Sellum Caubo for their Maintenance and take them away whereupon the said Mausaib gave an Agreement that she would pay the Money and take away the Children - and more this Deponent saith not.

Falloonah was Repeated before me Robert Ewing Esqr. Mayor in the Presence of me James Taylor Register this Fifth day of July 1780 - the Contents having been first explained to him by Dennis Phillipus Calendar, the said Dennis Phillipus Calendar having been first duly Sworn to Interpret the same. -

The Mark of O Falloonah

James Taylor
Regr.

Robt. Ewing
Mayor

Before the King's Ordinary

Interrogatories to be administered to such Witnesses as shall be produced Sworn and Examined on the part and behalf of Yedool Caun Attorney to Sawl Bibby Administratrix to the Estate and Effects of Cajum Caun Deceased Opponent and Hawkum Caun and Cauder Caun at present of Triplicane Inhabitants & Proponents. -

To David Haliburton Esqr.
1st Interrogatory . . . . . } Do you know or do you not know the

Parties

Parties Opponents Yedool Cawn attorney to Lawll Bibby and Hawkim Cawn and Cauder Cawn in the Title of these Interrogatories named If yea.ª how long have you so known them or either and which of them Declare.—

To the same 2nd. Interrogatory } Look at the Paper Writing now produced and Shewn you at this the time of your Examination Marked with the Letter C said to be a Parwanah or Order from the Nabob Zoolfuhacar Cawn Bahauder unto Hussain Cawn against Cassim Cawn. does it any ways appear in the said Order or Parwanah that Cassim Cawn hath no right to the Estate of Hussain Cawn, and is the Translation thereof in the English Language a true Translation from the Persian or how otherwise, is or is not the said Parwanah or order in the name of Zoolfuhacar Cawn If yea.ª in what year was the same wrote and how long is it since the same had been Wrote and dated, in whose name is the said Parwanah or Order wrote, is it in the name of Badoor or in the name of Hussan Cawn, and what is the purport of the said Parwanah or Order.ª is it regarding a Dispute between Cassim Cawn and Sellum Cautoo the Wife of Hussan Cawn or does it Contain an Order or Parwanah to remove Cassim Cawn from his Fouzdarship and to establish Bahadoor in the said Subah or Fouzdarship or how otherwise.ª Was you or was you not acquainted with Cassim Cawn the Person in the Title of these Interrogatories named If yea.ª how long before his death did you see him.ª how old was he at that time or did he appear

to,

to be, And do you in your conscience belive that Caseim Cawn the
person in the Stile of these Interrogatories named could at that time
have been Fouzdar of the Fort of Poonamalley or could he have been able
to make a Cause with Sellim Cawn? Could he have been born at that time?
do you or do you not belive from the Parwanah or Order now Shewn
you at this the time of your Examination Marked Letter C that Caseim
Cawn the Fouzdar of the Fort of Poonamalley was then in existence under
the Nabob Zoolfeshacar Cawn do you believe that Caseim Cawn the
Person in the said Parwanah or order named to be the very Person
in the Stile of these Interrogatories named are or not Hussan Cawn
and Caseim Cawn the Sons of Badoor Cawn? Is it Customary among
the moors in general to call the Father by his name To Wit Badoor
and the Sons by the Stile of Cawn or how otherwise Declare all you
know have heard or do believe concerning the same with the cause
of such your belief.

To the same 3rd Interrogatory } Look at the Two Papers Writing Marked A and B are they the Title Deeds and Parwanah of the Fort of Poonamalley or what other purport and Contents are they, or are they not Sanads given to Badoor for certain Sums of Money for himself and other persons to be levyed out of the Jagheir of Poonamalley If yea? Declare what you know or do understand of and concerning the same.

To the same 4th Interrogatory } Look at the Paper Writing Marked with the Letter D does the same purport to be an Award from the Cauzees of Madras or what else If yea, is it concerning the Settlement of some

dispute

Dispute between Hussain Cawn and Cassim Cawn for Money Matters or is it concerning a Division of the Family Estate or how otherwise Declare all you know or have heard and do believe concerning the Premises in the most full ample and Explanatory manner.—

To the same— 5th Interrogatory } Look at the Paper Writing now produced and Shewn to you at this the time of your Examination Marked with the Letter **E** purporting to be a Translation of what is Written in the first folio of the Book Marked **F**, now produced and Shewn to you at this the time of your Examination, Is or is not the same a true Translation and does it appear to be a regular and fair account of the Births of the Children of Bahauder Cawn. and according to that account where does it appear that Hassain Cawn and Cassem Cawn in the Pleadings in this Cause named were born.—

Declare all you know respecting this Interrogatory according to the best of your Judgment Knowledge and belief. and that fully and particularly.—

To Yedool Cawn Interrogatory. . . . } Look at the Book now produced and Shewn you at this the time of your Examination Marked with the Letter **F**. Do you know whose property the same was If yea was it or was it not Bahauder Cawn's the Father of Hassain Cawn and Cassem Cawn and in whose possession has it lately been? Look upon the first folio thereof does or does not such entry appear to be fairly and properly made according to the respective Days and times therein mentioned.—

Declare

1185

Declare all you know concerning it to the best of your knowledge and belief.—

Cha: Baker

J Grurson

Proctors for the Opponent

Translation of a Purwanah or Title Deeds of the Fort of Boondamelly.—

The Jaghier Paper Bahader Commander of the Parganah of Boramelley from the Parganah of Moosoorvah Sarkar of Carnchey depending upon the Carnatick of Hyderbaud from the Beginning of the year Fasley 1116 it is made into Saurka 1691 Pagodas 9 Annas.—

From the Sides of Salathorey . . . . . 1394 Ps. 11 Annt.

Cashbah from the same side . . . . . 764 11.

Coonan 107 Ps. 10 Annas... Palepett . . . . . 135. 11.

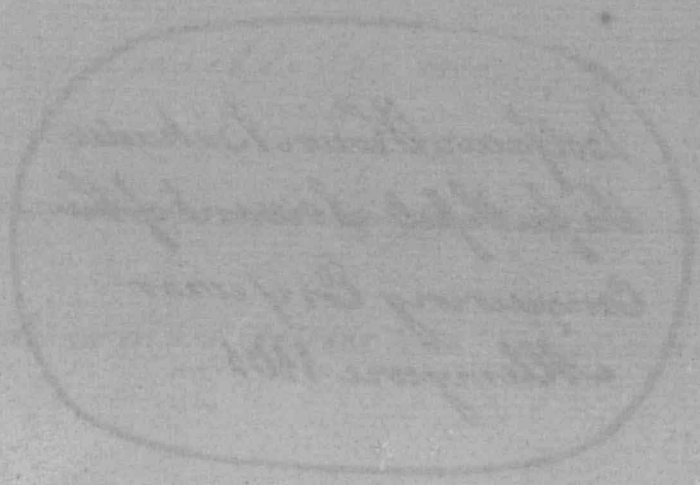
Vepurry 22 Ps. 8 Annas – Ahole Codalcall Deyacolloor 400 Ps.—

The Share Omor Caraney – 382 Ps. 8 Annas 7 Ps. 4.—

Ps. 12 Annas as from the Side of Mandro Garey 206 Ps. 11 Annas Casbah of Coobrey 264 Ps. 11 Annas Casbah of Sarvalam 264 Ps. 11 – Annas 203 the Share of Omor Yoosoof Zaiy 61 Ps. 11 Annas 29 Ps. 11 Annas the Share of Augumud Caun 32 Ps. Dated the 6 of Jamadeul Aval from the 39 year of Jooloos.—

Zoolfacar Khaun Bahader
the faithful Servant of the
Conquering Emperor
Allemgeare 1101.—

1186



Jn

In the Honble the Mayors Court at Madraspatnam - Between yedoolah Cawn Attorney to Laul Bibby Proponent and Hakeim Cawn and Caudar Cawn Opponents - Exhibit A.-

L. Popham
Proctor for Oppts

This Exhibit Marked A was Shewn to Mr. David Halliburton at the time of his Examination before me in a certain Matter wherein yedoolah Cawn Attorney to Laull Bibby is Propt and Hawkim Cawn and Caudar Cawn Opponents on the 20th Sept 1786 the 9th March & 11th days of April 1787. -

James Taylor
Regr

Translation of a Purwanah or Title Deeds of the Fort of Coonkarnelly

The Jaghur Paper Bahadar the Commander of the Purgunah of Coolmarey out of the Purganah of Calcor Calvaye Sarkar of Sarvapelly within the Carnatick of Hyderbaud from the beginning of the year 1116 Fausley its given into Sarkar. -

Village of Chancharla - 918 Pagt. - 106 Pagt.

the Shaw of Syed Mozaffer Hussain Commander of the Purganah of Chengelputt. -

Dated 15th Jamadeul aker of the 37th year Jooloos. -

Toolphacar Cawn
the Servant of King
Alam Geer 1101.

In the Honble the Mayors Court at Madraspatnam - Between yedoolah Cawn Attorney to Laul Bibby Proponent and Hakeim Cawn and Caudar Cawn Opponents

Exhibit B. - Popham - Proctor for Oppts

This Exhibit Marked B was Shewn to Mr. David Haliburton at the time of his Examination before me in a Certain Matter wherein Yedool Cawn Attorney to Laul Bibby is Propt & Hawkim Cawn and Caudar Cawn Opponents on the 20th Sept 1786 the 9th March & 11th days of April 1787. -

James Taylor
Regr

1189

Paupah Saibah born in Coonamally 10.th Month Rabeyall
awall 1103 of Higery, in the Evening of the Second day answering to Anno
Domini 1691.—

Hafsim Cawn born 7.th Month Rajab 1112 Higery at the rising of Sun
answering to Anno Domini 1700.—

Hoosane Cawn born 2.d Moharam about 2 ô clock in the afternoon
on the 2.d day 1115 higery answering to Anno Domini 1703.—

Cafeem Cawn born 2.d Ramazan 1117 of Hegery on the Morning
of the 6.th day Answering to Anno Domini 1705.—

Date of the Sunnad of Zoolfhacar Cawn granted in the name of
Bahauder the Father of Hoofain Cawn and Cafim Cawn 3.rd
Shaubaun 1101 of Hegery Answering to Anno Domini 1689.—

E

This Exhibit Marked E was shewn to Mr. David Haliburton
at the time of his Examination before me in a Certain Matter
wherein

wherein Yedool Cawn Attorney to Laull Bibby is Proponent and Hawkim Cawn and Cauder Cawn Opponents on the 20th Sept. 1786 the 9th March and 11th days of April 1787.—

James Taylor

Regr.

Before the King's Ordinary Mayor's Court at Madraspatnam

Between Yedool Cawn — Attorney to Laull Bibby Proponent and Hawkim Cawn and Cauder Cawn Opponents.—

On the Part and Behalf of the Proponent Yedool Cawn Attorney to Laull Bibby.—

Depositions of Witnesses taken in this Matter by and before the Register of the said Court as follows.—

David Haliburton of Madraspatnam Senior Merchant in the Service of the Honble the United English East India Company and Persian Translator Aged thirty four years or thereabouts being on this 20th day of Sept. in the Year of Our Lord 1786, the 9th of March and 11th day of April 1787 produced as a Witness on the Part of the Proponent notice of whose Examination having been this day given to Mr. Stephen Popham Proctor for the Opponents being duly Examined Deposes as follows.—

1st ..... To the First Interrogatory this Deponent saith, he knows — Yedool Cawn in the Title of these Interrogatories named — but this Deponent does not know Laull Bibby — This Deponent has so known Yedool Cawn about Nine or Ten years — This Deponent has seen Hawkim Cawn and Cauder Cawn in the Title of these Interrogatories named, but is not acquainted with them.—

2nd

(1191

2nd ..... To the Second Interrogatory this Deponent saith he hath looked at the Paper Writing now produced and Shewn to him at this the time of his Examination Marked with the Letter C said in the Interrogatories to be a Parwanah or Order from the Nabob Zoolphacar Cawn Bahauder unto Hussain Cawn against Cassim Cawn - and this Deponent saith that the said Paper Writing is not directed to Hussain Cawn, but to one Bahauder appointing him Naib Phoudar of Poonamalee, and the said Paper Writing does not in any shape relate to the Estates of Hussain Cawn and Cassim Cawn - and this Deponent saith that the Translation thereof in the English Language is nearly a true Translation from the Persian, this Deponent saith that the said Parwanah has the Seal of Zoolphacar Cawn upon the back of it, but his name is not expressed or mentioned in the said Parwanah - This Deponent saith that the said Parwanah is dated the thirty sixth year of the Reigning Emperor of Delhi whom this Deponent believes to be the Reign of Aurenzebe and consequently must be in the year of our Lord 1692, this Deponent saith that the said Parwanah no ways concerns a Dispute between Cassim Cawn and Sellum Cauloo the Wife of Hussain Cawn but it informs Bahauder that he Zoolphacar Cawn has been appointed by the Emperor to the Phoudary of the Carnatic in the Room of one Cassim Cawn who had been dismissed, and confirming Bahauder in the Naibor Deputy Phoudarship of Poonamalee - This Deponent was acquainted with one Cassim Cawn in the Procedings in this Cause mentioned, and this Deponent saw him about four or five years before his death, and the said Cassim Cawn did appear to this Deponent to be about Eighty years old, and this Deponent does not

believe

believe that the said Cassim Cawn with whom this Deponent was acquainted could have been Thousdar of Coonamalle or have had a Cause with Sellum Cautoo, at the time the said Parwanah is dated - This Deponent does not believe that Caussim Cawn in the Parwanah named is the same Cassim Cawn Brother of Hussain Cawn in the proceedings in this Cause mentioned. This Deponent believes that Hussain Cawn and Cassim Cawn were the Sons of Bahauder Cawn - This Deponent saith that Bahauder is a Title, but it is also a proper name made use of amongst the Pattans the Cast of Hussain Cawn and Cassim Cawn, and that the same Cast generally take the Title of Cawn, and more this Deponent saith not to this Interrogatory -

3rd ... To the Third Interrogatory this Deponent saith, he hath looked at the Two Paper Writings Marked **A** and **B** now produced to this Deponent at this the time of his Examination, and the said Paper Writings are not the Title Deeds or Parwanahs of the Fort of Coonamally, but the same are Sanhahs given to Badoor who is therein said to be the Sanadar or Officer Stationed in the Fort of Coonamalee for his Pay and the Pay of People under him to be levyed out of the Jaghier of Coonamalee - and more this Deponent saith not to this Interrogatory -

4th ... To the Fourth Interrogatory this Deponent saith, he hath looked at the Paper Writing now produced to him at this the time of his Examination Marked with the Letter **D** and the said Paper Writing is an Award from the Cauzee of Madras, concerning some Money Matters in dispute between Hussain Cawn and Cassim Cawn, but the said Paper Writing in no ways Relates to, or Concerns

a

a Division of their Family Estate, and more this Deponent saith not to this Interrogatory.—

5th ..... To the Fifth Interrogatory this Deponent saith, he hath looked at the Paper writing now produced and shewn to him at this the time of this Examination Marked with the Letter **E** purporting to be a Translation of what is written in the first Folio of the Book Marked **F** now produced and Shewn to him at this the time of his Examination, and the same is a true Translation thereof as far as the days of the Months and years, but the names of the days of the Week and the Name of One of the Children are not Translated into English as they stand in the Persian the Eldest Sons name being Hupen and this Deponent saith that the Paper in the Persian Language Marked **E** appears to this Deponent to be a Regular Account of the Births of the Children of Bahauder Cawn and According to the said Account it appears that Cassim Cawn in the Pleadings in this Cause named was born in the year of our Lord One thousand Seven hundred and Five— That Hupen Cawn was born in the year of Our Lord One thousand Seven hundred— and Hoosane Cawn in the Year of our Lord One thousand Seven hundred and three according to the Persian Dates, but this Deponent cannot say whether the name "Hupain Cawn" mentioned in the Fifth Interrogatory Stands for "Hupen" or for Hopsien" and more this Deponent saith not to this or the Last Interrogatory.—

29th May 1787.—

David Haliburton was Repeated before me James Call Esqr Mayor in the Presence of me James Taylor Register.—

David Haliburton

James Taylor
Regr

Ja. Call
Mayor

Before the King's Ordinary.—

Additional Interrogatories to be Administered to such Witnesses as shall be produced Sworn and Examined on the Part and behalf of Yedool Cawn Attorney to Laull Bibby Administratrix to the Estate and Effects of Cajoor Cawn Deceased Proponent and Hawkim Cawn & Cauder Cawn Opponents.—

On the Part and Behalf of the Proponent.—

David Haliburton—

Interrogatory Do you or do you not know the Parties Laull Bibby and her attorney Yedool Cawn Proponent and Hawkim Cawn and Cauder Cawn Opponents in the Title of these Interrogatories named, if yea how long have you so known them or either and which of them respectively Declare.—

Ditto... Interrogatory Do you or do you not know or are you acquainted with one Jaga Naick If yea was he at any time or times and when in your Service as a Persian Writer and does he or does he not understand the Persian Language fluently as other Persian Writers Employed by you? Was he or was he not ever employed by you in Copying or Translating Persian Papers and Writings of consequence.—

3rd..... Interrogatory Lastly Do you know of any other Matter or thing or have you heard or can you say any thing touching the Matter in question that may tend to the Benefit and Advantage of the Proponent in this Cause besides what you have been already Interrogated unto Declare the same fully and

at

at Large as if you had been particularly Interrogated.

Chas. Baker

J. Gaurson

Proctors pro Respts.

Before the Kings Ordinary Mayors Court at Madraspatnam. Between Yedool Cawn Attorney to Lawll Bibby Propont. and Hawkim Cawn and Cauder Cawn Opponents.

On the Part and Behalf of the Propounent Yedool Cawn Attorney to Lawll Bibby

Depositions of Witnesses taken in this Matter by and before the Register of the Said Court as follows.

David Haliburton of Madraspatnam Senior Merchant in the Service of the Honble English East India Company and Persian Translator aged thirty four years or thereabouts being on this 11th. day of April in the year of Our Lord 1786 produced as a Witness on the part of the Propounent notice of whose Examination having been this day given to Mr. Stephen Popham Proctor for the Opponents being duly Examined Deposes as follows.—

1st. . . . To the First Interrogatory this Deponent saith, he knows Yedool Cawn in the Title of these Interrogatories named, but this Deponent does not know Lawll Bibby. This Deponent has so known Yedool Cawn about Nine or Ten years. This Deponent has seen Hawkim Cawn and Cauder Cawn in the Title of these Interrogatories named, but is not acquainted with them.

2nd. . . . To the Second Interrogatory this Deponent saith, he does know and is acquainted with one Jaga Naick, he never was in the Service of this Deponent a

a

a Persian Writer, but attended at this Deponents Office as the Vaquel of one of the Nellore Tenants and this Deponent saith that the said Saga Naick has a small knowledge of the Persian Language, but does not understand it fluently as the Persian Writers employed by this Deponent do, this Deponent does not recollect whether he was ever employed by this Deponent to Copy Papers, but this Deponent is certain that he never Translated any Paper of consequence for him - and more this Deponent saith not to this or the last Interrogatory. —

9th May 1787. —

David Haliburton was repeated before me James Call Esquire Mayor in the Presence of me James Taylor Register. —

James Taylor
Regr

Jas Call
Mayor

Interrogatories to be administered to such Witnesses as shall be produced Sworn and Examined on the Part and Behalf of Yedool Cawn Attorney to Saull Bibby Opponent - and Hawkim Cawn and Cauder Cawn at Present of Madras Proponents. —

To all the Witnesses.... 1st Do You know or do you not know the Parties Yedool Cawn Attorney to Saull Bibby and Hawkim Cawn and Cawder Cawn in the Title of these Interrogatories named. 2 If yea, how long have you so known them or either and which of them, Declare. —

To Mahomed Cawnah Cawn... 2nd Are You or are you not related to Sellim Cautoo. 2 If yea, how and in what Line or Degree of Relationship. 2 was you, or was you not brought up in the House of Sellim Cautoo and her Husband Hufsan Cawn as one of

of the Family? was you or was you not present at the time of the last sleigh of Sellim Cantoo? If yea, did she or did she not write a Letter or Letters to Cajsim Caun in the Title of these Interrogatories named, and was you present at the Writing of such Letter? If yea, by whom was the said Letter or Letters written, and did you or did you not here the Contents and purport of the said Letter or Letters, and from whom you so heard the Contents or purport thereof? was you or was you not present at the time of the Death of the said Sellim Cantoo? If yea. where did she die, and did you here what became of the Effects she left, and who took them, whether by force or at the request of the said Sellim Cantoo? Was you or was you not present when Cajsim Caun came to Callastree? was or was not Hawkim Caun and Cauder Caun also present and in the House of the said Sellim Cantoo? were the said Hawkim Caun Cauder Caun and Cajsim Caun in friendly terms or how otherwise?

To Mahomed Caunah Caun. 3rd Did or did not Cajsim Caun soon after his arrival at Callestree, again depart from thence without taking an Account of the Estate of the said Sellim Cantoo? what was his Reasons for leaving the Place without taking such Account? What became of the said Hawkim Caun Cauder Caun and others afterwards? Was you or was you not acquainted with the Cauzee at Calastree at the time you was there? If yea? What was his name? whose Deputy was he? Who is the present Cauzee at Calastree? was Mahomed Davood over the Cauzee at Calastree or the Deputy of any other Cauzee sent there for the purpose of Administering the functions of Cauzeeship?

To Ditto... 4th Did Sellim Cantoo ever to your knowledge send for one Mahomed Daudoo, Yacoob Caun Syed Hoosman, Syed Booden and Locmaun Caun or any other Person or Persons? If they had been sent for by Sellim Cantoo could they hold a Conversation with her? If nay, what is the

Custom

Custom of your Cast in Cases of Strangers comming to a Female on Busines? How is he to speak to her? is Yacob Cawn any ways related with Sellim Cautoo? and is he of the same Cast to that of Sellim Cautoo or what other Cast is he? did you ever here of the said Yacob Cawn treating about a Marriage to his Brother with the Daughter of the said Sellim Cautoo.—

To Ditto 5th Was you or was you not acquainted with Abdoolah in his life time? If yea, who is his Mother? and by what means did Abdoolah come into the House of the said Hajan Cawn and Sellim Cautoo? was he looked upon as one of the Slaves in the House or as an Addopted Son? do you or do you not know Karimah and Cauder Cawn? If yea, who was their Mother and by what means came she into Sellim Cautoo's house? what was her name? had she not Children after she came into Sellim Cautoos house? If yea, by whom and were such Children Legitimate and Lawfully begotten according to the Rites and Ceremonies of the Mahomettan Religion or how otherwise? — do you or do you not know Jum Shid? If yea, what is he? how old was he at the time of the death of Sellim Cautoo? when did he leave Sellim Cautoo's house and with whom does he now live? do you or do you not know Lochman Cawn? If yea, what Relationship has he to Hawkim Cawn in the Title of these Interrogatories named? who is their Mother and of what Cast and Lineage? did Locman Cawn at any time or times come to Caulestry to the House of Sellim Cautoo and to what Country do they belong? —

Shake Meera 6th Was you or was you not acquainted with Cafsim Cawn in his life time and with Saull Bibby Yedool Cawn, Hawkim Cawn, Cauder Cawn and Agasseny Shaddeus Calander? and was you or was you not taught to Read and Write the English Language by the said Agasseny Shaddeus Calender's father? If yea, when and at what time and did or did not the said Agasseny Shaddeus Calander sue out Letters of Administration to the Estate and Effects of Sellim Cautoo Deceased? If yea, by what right and was or was not Hawkim Cawn Cawder Cawn present in Madras at the time of

obtaining

obtainerry such Letters of Administration? and did they or did they not
contest the said Letter being granted to the said Agapserry Thaddeus Calender?
and was or was not the said Agapserry Thaddeus Calender ready to sue the
said Hawkirn Cawn and Cauder Cawn in the Mayors Court for the Recovery
of a certain Sum and what Sum of Money? If yea, on what Account?
and what became of the said Hawkirn Cawn and Cauder Cawn.—

To Ditto 7.th Was you or was you not at all times or time in the house of Cassim
Cawn? If yea, for what length of time? did or did not Yedool Cawn provide
and supply with every necessarys of life Cassim Cawn in his last Sickness?
and did he or did he not take every possible care in his Power, and seek every
means towards the Recovery of the said Cassim Cawn from his then illness?
was or was not the ablest Doctors sent for by the said Yedool Cawn, to treat
the said Cassim Cawn, and a due care taken in his meat and drink,—
according to the Regimen ordered by the Doctor who attended him? said
Hawkirn Cawn and Cauder Cawn at that time or at any other time or
times since the said Cassim Cawns last illness come to him and Make
any demand or Demands Regarding the Estate of Sellim Cautoo Deceased,
or any other Estate or Property? and would you or would you not have
known if any such Demand was ever made by the said Hawkirn
Cawn and Cauder Cawn? do you know or have you heard of Yedool
Cawns having confined Cassim Cawn in one of the Rooms in his house
while in his last Sickness, and ill used him, so that he died of the said
Yedool Cawns ill usage, or what other Death he died? Declare the whole
you know of these Matters, have heard or do believe, together with the
reasons of such your belief.—

To Ditto. 8.th Did Hawkirn Cawn and Cauder Cawn or any other Person or
Persons for them or either and which of them ever make any Cause, or

prefer

prefer any Complaint to any Person in Authority against the said Agapary Shaddeus Calender, for Administring to the Estate and Effects of Sellum Cautoo Deceased, or did they the said Hawkim Caun and Cauder Caun themselves rise any Strifes or quarrels with the said Agapeury Shaddeus Calandar for Administring to the Estate of the said Sellum Cautoo.? and did the said Agapeury Shaddeus Calendar on that account leave Madras and go to Hyderabaud, or on what other account, and for what reason, did he so go to Hyderabaud.? Declare.—

To Mr. Denis
Phillipus Calendar 9.th Are you or are you not Related with Agapeury Shaddeus Calendar.? If yea, do you know for what Cause or motive he left Madras and where did he go to, on what Account and upon what particular Busineſs.? do you know or have you heard that the said Agapeury Shaddeus Calendar run away from Madras on Account of his having Administered to the Estate and Effects of Sellum Cautoo Deceased.? The whole of these Matters as you know have heard or do believe, together with the Reasons of such your belief, fully and particularly Declare.—

Mrs. Mary Catoon 10.th Are you or are you not Related with Agapeury Shaddeus Calendar.? If yea, do you know for what Reason or motive he left Madras and where did he go to, on what Account and upon what particular Busineſs.? do you know or have you heard that the said Agapeury Shaddeus Calandar ran away from Madras on Account of his having Administered to the Estate and Effects of Sellum Cautoo Deceased.? The whole of these Matters as you know have heard or do believe together with the Reasons of such your belief, fully and particularly Declare.—

To all the Witneſses } Do you know or can you tell any other Matter or thing Material for the said Opponents in this Cause.? If yea, Declare the same as you know or do believe together with the Reasons of such your Knowledge and belief.—

Chas. Baker
P. Spencer } Advts for the Opponents

Before the Kings Ordinary Mayors Court at Madraspatnam

Between Yedool Cawn — Attorney to Saul Bibby Proponent and Hawkim Cawn and Cauder Cawn Opponents. —

On the Part and Behalf of the Proponent. —

Depositions of Witnesses taken in this Matter by and before the — Register of the said Court as follows. —

Mahomed Cawnah Cawn Fencing Master aged Forty Six years or thereabouts being on this Twenty Second and Twenty fourth days of September in the year of our Lord 1787 produced as a Witness on the part of the Proponent notice of whose Examination having been this day given to Mr. Stephen Popham Proctor for the Opponents being duly Examined Deposes as follows. —

1st . . . . . To the First Interrogatory this Deponent saith he knows Yedool Cawn and Saull Bibby in the Title of these Interrogatories named and this Deponent hath so known the said Yedool Cawn Thirty eight years or thereabouts and Saull Bibby about the same time — This Deponent also knows — Hawkim Cawn and Cauder Cawn in the Title of these Interrogatories named and this Deponent hath so known the said Hawkim Cawn Fifteen years or thereabouts and Cauder Cawn about the same time. —

2nd . . . . . To the Second Interrogatory this Deponent saith he is related to Sellum Cautoo, by this Deponents Great Grand Mother being Sister to Hussain Cawn who was the Husband of the said Sellum Cautoo, and this Deponent was brought up in the House of the said Sellum Cautoo and her husband Hussain Cawn as one of their Family — This Deponent was present at the time of the last illness of the said Sellum Cautoo, when she caused a Letter to be Written unto Cassim Cawn and affixed her Seal thereto in this Deponents presence — The said Letter was Written by one Shake Abdul Cauder and was Read over by him in this Deponents presence — This

Deponent

Deponent was present at the time of the death of the said Sellum Cautoo, she died at Calastree, and her Effects were taken posession of by the Deponent Hawkim Cawn, not by or at the request of the said Sellum Cautoo, but he took posession thereof by force – This Deponent was present when the said Cassim Cawn came to Callastree, when the said Hawkim Cawn and Cauder Cawn were also present and in the House of the said Sellum Cautoo and this Deponent saith that the said Hawkim Cawn and Cauder Cawn and the said Cassim Cawn were not in Friendly Terms but were at variance – and more this Deponent saith not to this Interrogatory. –

To the Third Interrogatory this Deponent saith, that the said Cassim Cawn remained only a few days at Calastree, and departed from thence without taking any account of the Estate of the said Sellum Cautoo, and this Deponent saith, that the said Cassim Cawn so left the Place without taking any account of the Effects because the said Hawkim Cawn and Cauder Cawn intended to kill him, and this Deponent saith that the said Hawkim Cawn and Cawder Cawn went afterwards to Cuddapah – This Deponent was acquainted with the Cauzee at Calastree at the time this Deponent was there his name was Shake Abdul Rhaiman, he was Deputy to the Cauzee of Arcot – This Deponent saith that one Hawfiz is the present Cauzee of Calastree and Mahomed Dawood never was Cauzee or the Deputy of any other Cauzee at that place for the purpose of Administering the Functions of Cauzeeship – and more this Deponent saith not to this Interrogatory. –

4.th ..... To the Fourth Interrogatory this Deponent saith that the said Sellum Cautoo never did to this Deponents knowledge send for one Mahomed Daudoo, Yacoob Cawn, Syed Hoosman, Syed Booden, and Soosman Cawn, and in case she had sent for them they could have had no conversation with her without there being a Wall betwixt them, which is the mode observed by this Deponents Cast when Strangers come to speak to Females on –

business

business — This Deponent saith that Yacob Cawn is no ways related to the said Sellum Cautoo and is not of the same Cast with her, and this Deponent never heard of the said Yacob Cawns treating about a Marriage between his Brother with the Daughter of the said Sellum Cautoo - and more this Deponent saith not to this Interrogatory —

5th . . . . . To the Fifth Interrogatory this Deponent saith, he was acquainted with Abdoolah in his life time - and this Deponent has heard from his Grand Mother as well as from others that the Mother of the said Abdoolah was a Slave of one Mumrize Cawn - and this Deponent saith that he was informed by Chellum-Cautoo and others that the said Abdoolah was purchased by the said Chellum-Cautoo as a Slave and by that means came into the House of the said Hayhaim Cawn and Chellumcautoo - and this Deponent saith that the said Abdoolah was looked upon as one of the Slaves in the House and not as an adopted Son - This Deponent does know Karimah and Cauder Cawn, their Mother was a Beggar named Mawsab and to the best of this Deponents knowledge she never lived in Chellumcautoos House, but she carried the said Karimah and Cauder to Chellumcautoo and told her that they were the Children of her Slave Abdoolah and desired her to take them and bring them up - and this Deponent saith that the said Children were illegitimate and not Lawfully begotten according to the Rites and Ceremonies of the Mahomitan Religion - This Deponent knows one Jumiah, he is a Slave and was purchased by the said Chellumcautoo - He was about Nine or Ten years Old when Chellumcautoo died, he left Chellumcautoos House a few days after her death, and now lives with the Opponent Hawhim Cawn - This Deponent also knows one Locman Cawn and this Deponent has been informed that he is the younger Brother of the Opponent Hawhim Cawn - This Deponent does not know their Mother, but this Deponent hath heard that she was a Servant to the Nabob's

of

of Cuddapah - This Deponent saith that the said Locman Cawn never did to this Deponents knowledge at any time or times come to Calastree to the House of the said Sellum Cauto, and this Deponent saith he has been informed that the Opponent Hawkim Cawn and Locman Cawn belong to the Cuddapah Country - and more this Deponent saith not to this or the last Interrogatory.-

1st October 1787 - Mahomed Cawnah Cawn

was Repeated before me James Call Esqr. Mayor in The Presence of Me James Taylor Register the Contents having been first Explained to him by Dennis Philipus Calendar he having been previously Sworn well and truly to Interpret the same. -

The Mark of ⊢ Mahomed Cawnah Cawn

James Taylor
Regr.

Jas. Call
Mayor

Before the Kings Ordinary Mayors Court at Madraspatnam -

Between Yedool Cawn -
Attorney to Laull Bibby Propts.
Hawkim Cawn and Cauder Cawn
Opponents. -

On the Part and Behalf of the Proponent. -

Depositions of Witnesses taken in this Matter by and before the - Register of the said Court as follows. -

Shake Meerah of Madraspatnam Embroiderer Aged Thirty years or thereabouts being on this 27th day of September in the year of our Lord 1787 produced as a Witness on the Part of the Proponent notice of whose Examination having been this day given to Mr. Stephen Popham Proctor for the Opponents being duly Examined Deposes as follows. -

1st . . . . . To the First Interrogatory this Deponent saith he knows yedool - Cawn an Laull Bibby in the Title of these Interrogatories named, and this Deponent hath so known them from his Infancy - This Deponent also knows Hawkim Cawn and Cauder Cawn in the Title of these -

Interrogatories

Interrogatories marked and this Deponent saith he knowes the said Hawkins Cawn Ten years or Thereabouts and Cauder Cawn about the same time.

6.th To the Sixth Interrogatory this Deponent saith he was acquainted with Cassim Cawn in his life time and is acquainted with Saull Bibby, Yedool Cawn, Hawkins Cawn, Cauder Cawn and Agasevvy Shaddeus Calendar, and this Deponent was taught to read and Write the English Language by the said Agasevvy Shaddeus Calendars Father — This Deponent saith, that the said Agasevvy Shaddeus Calendar died about Nine years ago by the Direction of the said Cassim Cawn take out Letters of Administration to the Estate and Effects of Sellim Cautoo Deceased, and this Deponent saith that the Opponents Hawkins Cawn and Cauder Cawn were both of them present in Madras at the time such Letters of Administration were obtained, and did Contest the same by delivering a Petition to the Mayor, who directed them to employ an Attorney which they declined doing, and this Deponent saith that the said Agasevvy Shaddeus Calendar was ready to Prosecute the said Opponents Hawkins Cawn and Cauder Cawn for the Recovery of a Sum of Money amounting to about One thousand or one thousand and Five hundred Pagodas which belonged to the Estate of the said Sellim Cautoo Deceased, which upon the Opponents Hawkins Cawn and Cauder Cawn quitted Madras and more this Deponent saith not to this Interrogatory —

7.th To the Seventh Interrogatory this Deponent saith, that he was almost constantly in the House of the said Cassim Cawn for about Ten years and this Deponent saith that the said Yedool Cawn did provide and supply the said Cassim Cawn with every Necessary of Life during his last Sickness, and did take every care in his Power and seek every means towards the Recovery of the said Cassim Cawn from his Illness

illness- and this Deponent saith that the ablest Doctors were sent for by the said Yedool Cawn and due care taken Respecting his meat and Drink — according to the Regimen prescribed by the Doctors who attended him- This Deponent saith that the Opponents Hawkim Cawn and Cauder Cawn did not at that time or at any other time or times since the said Cassim Cawn's last illness come to him and make any Demand or Demands Regarding the Estate of the said Sellum Caubo Deceased or any other Estate or Property- This Deponent further saith that in case any such Demand had been — made this Deponent would have known thereof, as this Deponent was almost constantly present with the said Cassim Cawn- This Deponent never heard of Yedool Cawn's having confined the said Cassim Cawn in one of the Rooms in his House whilst in his last Sickness and ill used him so that he died of the said Yedool Cawn's ill usage, but the said Cassim Cawn died of the Gout and more this Deponent saith not to this Interrogatory. —

8th ... To the Eighth Interrogatory this Deponent saith that the said Opponents Hawkim Cawn and Cauder Cawn did not make any Complaint to any Persons in Authority against the said Agapevvy Shaddeus Calendar for Administering to the Estate and Effects of the said Sellum Caubo, except by preferring a Petition to the Mayor as before mentioned, and the Opponents Hawkim Cawn and Cauder Cawn did not rise any Strifes or quarrels with the said Agapevvy Shaddeus Calendar for having Administered to the Estate and Effects of the said Sellum Caubo Deceased- and this Deponent saith, that the said Agapevvy Shaddeus Calendar went to Hydrabad in consequence of a Letter which he had received from Nizam ally Cawn the Soubah of the — Dukan, and more this Deponent saith not to this Interrogatory. —

To the Last Interrogatory this Deponent saith that the said Cassim Cawn did by his Last Will and Testament bequeath all his Estate and Effects to his Wife the said Saull Bibby and in case of her death to the said Yedool Cawn-

Cawn – and more this Deponent saith not to the last Interrogatory. –

September 1787 Shake Meerah was repeated before me James Call Esqr Mayor in the Presence of me James Taylor Register the Contents having been first Explained to him by Ranganaden Court Interpreter. –

Shake Meerawn

James Taylor
Regr

Jas Call
Mayor

Before the Kings Ordinary
Mayors Court at Madraspatnam

Between Yedool Cawn Attorney to Saull Bibby Proponent and Hawkim Cawn and Caudir Cawn Opponents –

On the Part and Behalf of the Proponent –

Depositions of Witnesses taken in this Matter by and before the Register of the said Court as follows –

Dennis Phillipus Calendar of Madraspatnam Merchant aged Forty Four years or thereabouts being on this Twenty Second day of September in the year of Our Lord One thousand Seven hundred and Eighty Seven produced as a Witness on the part of the Proponent Notice of whose Examination having been this Day given to Mr. Stephen Popham Proctor for the Opponents being duly Examined Deposes as follows –

1st ..... To the First Interrogatory this Deponent saith, he knows Yedool Cawn in the Title of these Interrogatories named, but does not know Saull Bibby and this Deponent hath so known the said Yedool Cawn Two years or thereabouts This Deponent does not know Hawkim Cawn and Caudir Cawn in the Title of these Interrogatories named. –

9th ..... To the Ninth Interrogatory this Deponent saith, he is Cousin to Agapurry Thaddeus Calendar, and this Deponent saith that the said Agapurry Thaddeus Calendar left Madras and went to reside at Hydrabad in consequence of Two Letters of invitation

invitation that were sent by Nizam ally Cawn the Soubah of the Dukan unto the Father of the said Agapurry Thaddeus Calendar, and as the Father was Old and infirm and could not go himself he sent his said Son to Hyderabad and this Deponent saith that the said Agapurry Thaddeus Calendar did not run away from Madras on Account of his having Administered to the Estate and Effects of Sellum Cautoo Deceased, but left Madras for the Reasons aforesaid, and more this Deponent saith not to this or the last Interrogatory. –

1st October 1787 Dennis Phillipus Calander was repeated before me James Call Esquire Mayor in the presence of me James Taylor Register. –

Dennis Phillipus Calandar

James Taylor
Regr

Jas Call
Mayor

Before the Kings Ordinary
Mayors Court at Madraspatnam

Between Yedool Cawn Attorney to Saull Bibby Proponent and Hawkim Cawn and Caudir Cawn Opponents. –

On the Part and Behalf of the Proponent –

Depositions of Witnesses taken in this Matter by and before the Register of the said Court as follows. –

Mrs Mary Catoon of Madras Widow aged Sixty four years or thereabouts being on this 3rd day of October in the year of Our Lord 1787 produced as a Witness on the Part of the Proponent notice of whose Examination having been this day given to Mr. Stephen Popham Proctor for the Opponents being duly examined Deposes as follows. –

1st ..... To the First Interrogatory this Deponent saith, she is acquainted with Yedool Cawn and Saull Bibby in the Title of these Interrogatories named, and that she hath so known the said Yedool Cawn and Saull Bibby

Bibby Twenty Nine years or thereabouts — This Deponent also knows Hawkins Cawn and Candee Cawn in the Title of these Interrogatories named, and this Deponent hath so known them Twenty Nine years or thereabouts. —

To the Ninth Interrogatory this Deponent saith, that she is the Mother of Agapeery Thaddeus Calendar, and this Deponent saith that the said Agapeery Thaddeus Calendar left Madras and went to Hydrabad in consequence of Two Letters that were sent by Nizam Ally Cawn the Soubah of the Dukan unto this Deponents husband desiring him to come to Hydrabad to serve him, but as this Deponents Husband was Old and infirm and unable to go, he therefore sent his Son — This Deponent never heard that the said Agapeery Thaddeus Calendar ran away from Madras on Account of his having Administered to the Estate & Effects of Sellum Cautoo Deceased, but this Deponent saith he left Madras for the Reason aforesaid — and more this Deponent saith not to this or the last Interrogatory. —

12th October 1787. Mrs. Mary Catoon was Sworn before me James Call Esquire Mayor in the Presence of me James Taylor Register the Contents having been first Explained to her by William Lewcock — Portuguize Interpreter. —

James Taylor
Regr

Jas. Call
Mayor

Witnesses Names

Carraull Khawn.

Shake Ahaumud.

Interrogatories to be administered to such Witnesses as shall be produced Sworn and Examined on the Part and Behalf of Yedool Cawn Attorney to Saull Bibbey Opponents. and Hawkim Cawn and Cawder Cawn at Present of Madras Proponents.

On the Part and Behalf of the Opponents.

1st Interrogatory To all the Witnesses } Do you know, or do you not know the Parties Proponents and Opponents Yedool Cawn Attorney to Saull Bibby, and Hawkim Cawn and Cauder Cawn in the Title of these Interrogatories named, If yea? how long have you been acquainted with them or either and which of them Declare.

2nd Interrogatory To Carraull Khawn } Were you or were you not acquainted with Vellapah If yea? how long have you so known him, and have you or have you not been in Company with him. If yea? for what length of time and do you or do you not know all and every the Matters which passed between the said Hawkim Cawn, Cauder Cawn and Vellapah, was or was not some Agreement made and entered into by and between the said Hawkim Cawn, Cauder Cawn and Vellapah regarding the yearly Pension paid by the Honble Company to the said Yedool Cawn Attorney to Saull Bibby, and does the said Vellapah or does he not allow the said Hawkim Cawn and Cauder Cawn some and what Sum of Money to carry on the Present Dispute between the said Hawkim Cawn Cauder Cawn, and the said Yedool Cawn Attorney to Saull Bibbey. Did or did not some Writing or Writings pass between them and the said Vellapah If yea? what were the purport thereof, and did or did not the said Vellapah promise and Assure the

said

said Hawkim Cawn and Cauder Cawn that he would by all manner of means contrive to get the Cause for the said Hawkim Cawn and Cauder Cawn, and was or was not the said Vellapah to allow all the Court Charges whether the Cause was Decided in their favor or not - and how came you to the Knowledge of these Particulars - Declare -

3.rd Interrogatory

To Caumall Cawn and Shake Maumud, Do you or do you not know Mahomed Dawooth, Yacob Cawn, Ahamud Cawn, and Chaund Bibby, If yea.d Was you or was you not along with them when Vellapah spoke to them regarding the Matter in dispute now depending and at Issue in the Honble the Mayors Court at Madrasputnam between the said Hawkim Cawn and Cauder Cawn, and did or did not the said Vellapah in your presence learn and Instruct the before said Persons and each of them to give Evidence in this Matter, and did the said Persons or did they not learn and take by Heart such Instructions so given them by the said Vellapah, and did they or did they not in your Presence tell the said Vellapah that they had given in their Evidence at Mr. Taylors House according to the Instructions given them by him, and was the said Persons to the best of your Knowledge any ways acquainted with the Matters of fact in this affair or was the Evidence given by them only from what they Learned according to the Instructions given them by the said Vellapah, and was or was not Syed Hossman Shake Booden and Several other Mallabars produced as Witnesses in this Matter on the Part of the said Hawkim Cawn and Cauder Cawn - If yea.d Were they, or were they not also taught by the said Vellapah to give in their Evidence, and was or was not any Sum or Sums of Money paid them in consequence - If yea.d to what Amount and by

by whom, did or did not the said Vellapah and Hawkim Cawn and Cauder Cawn offer you a Sum or Sums of Money to give in your respective Evidences in their favor and did you or did you not refuse such Offer, and what was your Reasons for refusing it - Declare -

Last Interrogatory } Do you know of any other Matter or
To all the Witnesses } thing touching the Matters in Question in this Cause, that may tend to the Benefit and Advantage of the Opponents in this Cause, besides what you have been Interrogated unto, Declare the same fully and at large as if you had been particularly Interrogated thereon -

Cha.s Baker
Baillie Spencer
Proc.rs Opponents

Before the Kings Ordinary Mayors Court at Madraspatnam

Between Yedool Cawn Attorney to Saull Bibby Proponent and Hawkim Cawn and Cauder Cawn Opponents -

On the Part and Behalf of the Proponent

Depositions of Witnesses taken in this Matter by and before the Register of the said Court as follows -

Caumall Khan Formerly Inhabitant of Nellore and now residing at Madras Merchant Aged Thirty five years or thereabouts being on this 30.th Day of November in the year of our Lord 1787 produced as a Witness on the part of the Proponent notice of whose Examination having been given to Mr. Stephen Popham Proctor for the Opponents being duly Examined Deposes as follows -

1.st . . . . To the First Interrogatory this Deponent saith he knows Yedool Cawn

Cawn Attorney to Saull Bibby in the Title of these Interrogatories named and this Deponent has so known him these Eight years or thereabouts. This Deponent also knows Saull Bibby and hath so known him eight years or thereabouts - and this Deponent also knows Hawkim Cawn and Cauder Cawn in the Title of these Interrogatories named and hath so known them Twelve years or thereabouts.

2nd To the Second Interrogatory this Deponent saith, that he has been acquainted with Vellapah for these Five or Six Months or thereabouts but has never been in Company with him, the said Deponent further saith that he knows nothing of the Matters which passed between the said Hawkim Cawn, Cauder Cawn and Vellapah, and this Deponent saith that he knows not of any Agreement being entered into between the said Hawkim Cawn, Cauder Cawn and Vellapah respecting the yearly Pension paid by the Honble Company to the said Yedool Cawn Attorney to Saull Bibby and this Deponent saith that he does not know whether the said Vellapah does or does not allow the said Hawkim Cawn and Cauder Cawn any Sum or Sums of Money to carry on the Dispute depending between the said Hawkim Cawn, Cauder Cawn and the said Yedool Cawn Attorney to Saull Bibby, and this Deponent saith that no Writing or Writings to his knowledge ever passed between them and the said Vellapah - And this Deponent further saith that he is entirely ignorant of any Promise or Assurance being made by the said Vellapah to Hawkim Cawn and Cauder Cawn - that he would use his utmost Exertions to get the Cause Determined in their favor - and this Deponent further saith that he does not know that the said Vellapah was to defray the Expences attending

the

the Suit whether decided in favor of the said Hawkim Cawn and Cauder Cawn or not - and more this Deponent saith not to this Interrogatory.—

3rd ..... To the Third Interrogatory this Deponent saith that he does not know Mahomet Davooth but knows Yacob Cawn Ahamed Cawn and Chaund Bibby and this Deponent saith that he was not present with Vellapah when he spoke to the abovenamed People regarding the Matter in dispute now depending and at issue in the Honble the Mayor's Court at Madraspatnam between the said Hawkim Cawn and Cauder Cawn and this Deponent saith that he does not know whether the said Vellapah did or did not give any Instructions to the aforesaid Persons relative to their giving their Evidence in this Matter, nor does he this Deponent know that the aforementioned Persons were taught or had learnt by heart such Instructions so given them by the said Vellapah and this Deponent saith that the abovenamed Persons did not in his presence tell the said Vellapah that they had given in their Evidence at Mr. Taylor's House agreable to the Instructions they had received from him and this Deponent saith that to the best of his knowledge the abovementioned Persons were acquainted with the Matters of Fact in this affair and this Deponent saith that the Evidence given by the said Persons did not proceed from the Instructions given them by the said Vellapah and this Deponent saith that he does not know if Syed Hosman Shake Brooden or any other Malabars were produced as Witnesses in this Matter on the part of the said Hawkim Cawn and Cauder Cawn nor does this Deponent know that any such People had received any Instructions from the said Vellapah respecting the giving of their Evidence and this

Deponent

Before the Kings Ordinary Mayors Court at Madraspatnam — Between Ydool Cawn — attorney to Saull Bibby Deponent and Hawkim Cawn and Cauder Cawn Opponents. — On the Part and Behalf of the Deponent.

Depositions of Witnesses taken in this Matter by and before The Register of the said Court as follows. —

Shake Ahaumed formerly Inhabitant of Arcat and now residing at Madras Pearl Merchant aged Twenty Nine years or thereabouts being on this 11th Day of December in the year of Our Lord 1787 produced as a Witness on the part of the Deponent notice of whose Examination having ban given to Mr. Stephen Popham Proctor for the Opponents being duly Examined Deposeth as follows. —

1st . . . . . To the First Interrogatory this Deponent Saith he knows Ydool Cawn attorney to Saull Bibby in the Title of these Interrogatories named, and this Deponent has so known him One year or thereabouts — This Deponent does not know Saull Bibby in the Title of these — Interrogatories named but this Deponent says that he knows — Hawkim Cawn and Cauder Cawn Opponents and hath so known them one year or thereabouts. —

3rd . . . . . To the Third Interrogatory this Deponent saith, that he does not know Mahomed Dawooth, but this Deponent knows Yacob Cawn Ahamud Cawn and Chund Bibby and this Deponent saith — that he was not present when Vellapah spoke to the abovenamed people regarding the Matter in dispute now Depending and at issue in the Honble the Mayors Court at Madraspatnam between the said Hawkim Cawn and Cauder Cawn and this Deponent saith that he does not know whether Vellapah did or did not give any

Instructions

Deponent saith he does not know whether any or what Sums of Money were given them in consequence and this Deponent saith that no Sum or Sums of Money were ever offered him by the said Vellapah Hawkim Cawn and Cauder Cawn to give in his — Evidence in their favor — and more this Deponent saith not to this Interrogatory. —

To the Last Interrogatory this Deponent Saith that Ydool — Cawn Attorney to Saull Bibby gave this Deponent Seven Pagodas as a Bribe, and intreated and requested him to give in his Deposi- tions against Vellapah, Hawkim Cawn and Cauder Cawn and also desired him to give in false Evidence by saying that the — Opponents Hawkim Cawn and Cauder Cawn were at Madras when Letters of Administration to the Estate of Chellumcautoo were granted to Cajum Cawn the Brother in Law of Chellumcautoo, which was not the Case, for the Opponents Hawkim Cawn and Cauder Cawn were at that time Prisoners with Hyder, and more this Deponent saith not to the Last Interrogatory. —

10th December 1787 — Camaull Khawn — The Mark of Camaull Khawn.

was repeated before me James Call Esquire — Mayor in the Presence of me James Taylor Register the Contents having been first explained to him by Runganaudam Court Interpreter

James Taylor Regr. — W. Call Mayor

Instructions to the aforesaid Persons Relative to their giving their Evidence in this Matter nor does he this Deponent know that the aforementioned People were taught or learnt by heart such Instructions so given them by the said Vellapah, and this Deponent saith that the abovementioned Persons did not in his Presence tell the said Vellapah that they had given in their Evidence at Mr. Taylors House agreeable to the Instructions they had Received from him and this Deponent saith that he is ignorant whether the abovementioned Persons were acquainted with the Matters in Issue in this Affair or not, and this Deponent saith that he does not know if the Evidence given by the said Persons, was such as proceeded from the instructions of the said Vellapah and this Deponent saith that he does not know if Syed Hoosnan, Shake Boodeen or any other Malabars were produced as Witnesses in this Matter on the part of the said Hawkim Cawn and Cauder Cawn, nor does this Deponent know that any such People had received any instructions from the said Vellapah respecting the giving of their Evidence nor does he this Deponent know whether any or what Sums of Money were given them in consequence and this Deponent saith that no Sum or Sums of Money were ever offered him by the said Vellapah, Hawkim Cawn and Cauder Cawn for the purpose of his giving in his Evidence in their favor - and more this Deponent saith not to this Interrogatory. —

To the Last Interrogatory this Deponent saith that about two Months ago Yedool Cawn Attorney to Laull Bibby Deponent in conjunction with Cauzee meaning a Priest came to the House of this Deponent and earnestly solicited and requested him to give

in

in his Deposition in favor of Yedool Cawn the Proponent but he this Deponent positively refused to Comply with their entreaties, alledging at the same time that such an Act would be both Odious to God and his own Conscience whereupon the said Yedool Cawn and the said Cauzee gave this Deponent Ten Pagodas that he might give his evidence in their favor and said with respect to the Sin he would commit by giving a false Evidence, he as being a Priest would take the whole burthen upon himself, and exempt him from all Punishment - and more this Deponent saith not to this or the last Interrogatory. -

The Mark of ☽ Shake Ahaumed

17th December 1787 - Shake Ahaumed

was Repeated before me James Call Esquire Mayor in the presence of me James Taylor Regr the contents having been first Explained to him by Runganaudum Court Interpreter. -

James Taylor
Regr

Jas. Call
Mayor

Interrogatories to be administered to such Witnesses as shall be produced, Sworn and Examined in a Certain Cause now Depending in the Honble the Mayor's Court at Madraspatnam wherein Yedooloo Cawn Attorney to Saull Bibby is Proponent and Hawkim Cawn and Cauder Cawn are Opponents. -

On the Part and Behalf of the above named Opponents. -

To all the Witnesses } 1st. Do you know the Parties Proponent and Opponents in the Title of

of these Interrogatories marked or either and which of them.^d If yea, how long have you so known them or either and which of them — Set forth the particulars at large according to the best of your — knowledge Remembrance and belief and the truth Declare. —

To Goolamalley, Murray Mussaw Bibby, Awcoope & Cawzey Mahomed Davudoo

2.^nd Do you or do you not know the late Challiamcattoo the Wife of Rupim Cawn late Kellidar of Coondamalle, If yea, Were you or were you not Invited to her House at Calistree about Sixteen years ago, or how long since.^d And did or did not the said Challiamcattoo tell you that Abdoolmeyah was her Lawful Adopted Son and Heir to her Estate, and what other Conversation passed between you at that time.^d Relate the whole to the best of your knowledge Remembrance and belief

To Ditto 3.^rd Is or is not the said Abdool Meyah the Adopted Son of the said Challiamcattoo and do you know or have you ever — heard that the said Abdoolmeyah was a Slave to the said Challiamcattoo or to any other Person whomsoever.^d Declare the same fully to the best of your knowledge and belief

Cawzy Mahomed Davoodoo 4.^th Are you or are you not Minister of the Moor Cast, If yea, Is it or is it not the Law and Custom among your Cast that an Adopted Son has a Right to such Estate of the Person who Adopted him. —

To all the Witnesses 5.^th Do you know of any other Matter or thing or have you heard or can you say any thing touching the Matter in Question in this Cause that may tend to the Benefit and Advantage of the Opponents in this Cause besides what you have

have been Interrogated unto? If yea, Declare the same fully and at large as if you had been particularly Interrogated thereunto.—

L. Upham

Proctor for Opponents

Before the Kings Ordinary
Mayors Court at Madrasspatnam

Between Yedool Cawn Attorney to Saull Bibby Proponent and Hawkim Cawn and Cauder Cawn Opponents.—

On the Part and Behalf of the Opponents.—

Depositions of Witnesses taken in this Matter by and before the Register of this Court as followeth.—

Goolamalley formerly of Nellore but at Present of Madrasspatnam Taker Aged Forty three years or thereabouts being on this 9th. Day of December in the year of our Lord 1785 produced as a Witness on the Part and Behalf of the Opponents notice of whose Examination having been this day given to Mr. Charles Baker Proctor for the Proponent being duly Examined Deposes as follows.—

1st. To the First Interrogatory this Deponent saith, that he does not know either Yedool Cawn or Saull Bibby the Proponents in the Title of these Interrogatories named— this Deponent knows Hawkim Cawn and Cauder Cawn in the Title of these Interrogatories named— that he has so known Hawkim Cawn Twelve or thirteen years and Cauder Cawn from his Infancy.—

2nd. To the Second Interrogatory this Deponent saith, that he did know the late Chellumcattoo the Wife of Hajeim Cawn late Hellidar of Poondamalle— This Deponent saith that he was not invited by—

Chellumcattoo

Chellumcauttoo to her House at Calastry about Sixteen years ago, but this Deponents Uncle on the Mothers side was invited by her about that time, and this Deponent accompanied him — This Deponent saith that the said Chellumcauttoo did not tell this Deponent that Abdoolmiah was her lawful Adopted Son and Heir to her Estate, but this Deponent heard the said Chellumcauttoo tell this Deponents said Uncle, that he was, and at the same time she declared that as the said Abdoolmiah was dead, his Son Cawder Cawn was Heir to her Estate, and desired this Deponents said Uncle to be Witness to the same - and more this Deponent saith not to this Interrogatory. —

3rd . . . . To the third Interrogatory this Deponent saith, that Abdool Meah was the Adopted Son of the said Chellumcauttoo, and this Deponent has never heard that the said Abdool Meah was a Slave to the said Chellumcauttoo or to any other Person whomsoever - and more this Deponent saith not to this Interrogatory. —

To the Last Interrogatory this Deponent saith, that when the said Abdool Meah died, the said Chellumcauttoo distributed a great deal of Victuals and Money to the Takers and more this Deponent saith not to the last Interrogatory. —

The Mark of } Goolamally

Goolamally was Repeated before me Mr. James Call Senior Alderman in the Presence of me James Taylor Register this Fifteenth day of December 1785 the Contents having been first explained to him by Soobarayah Interpreter. —

James Taylor
Regr

H. Call
Senr. Alderman of
Madraspatnam

Before the Kings Ordinary Mayors Court at Madraspatnam. Between Yedooloo Cawn Attorney to Saull Bibby Proponent and Hawkim Cawn and Cauder Cawn Opponts.

On the Part and Behalf of the Opponents.—

Depositions of Witnesses taken in this Matter by and before the Register of this Court as followeth.—

Murray Mufsaw Bibby Awcofre of Callastree but at Present of Madraspatnam Aged Forty years or thereabouts being on this Ninth day of December in the year of our Lord 1785 produced as a Witness on the part and behalf of the Opponents, notice of whose Examination having been this day given to Mr. Charles Baker Proctor for the Proponent being duly Examined Deposes as follows.—

1st . . . . . To the First Interrogatory this Deponent saith, she knows Yedooloo Cawn and Saull Bibby in the Title of these Interrogatories named that she has so known them thirty years or thereabouts— This Deponent also knows Hawkim Cawn and Cauder Cawn in the Title of these Interrogatories named— that she has so known Hawkim Cawn Ten years or thereabouts and Cauder Cawn from his Infancy.—

2nd . . . . . To the Second Interrogatory this Deponent saith, that she did know the late Chellumcattoo the Wife of Hukeim Cawn late Kellidar of Poondamallee— This Deponent was about Sixteen years ago invited to her house at Callastree— when the said Chellumcautoo told this Deponent as well as many other People that Abdooloreah was her Lawful Adopted Son and Heir to her Estate and more this Deponent saith not to this Interrogatory.—

3rd . . . . . To the Third Interrogatory this Deponent saith, that the

said

1123

Interrogatories to be Administered to such Witness as shall be produced Sworn and Examined in a Certain Cause now depending in the Honble the Mayors Court at Madras Patnam wherein Yedool Cawn Attorney to Saull Hibby is Profrounent and Hakim Cawn and Cawn are Opfrounents.—

On the Part and behalf of the above named Opfrounents.—

Do you know the Parties Profrounent to these Interrogatories named or either and which of them? If you Declare.—

Narrain Doss
Mahomed Arif
Shake Hoosen
Mummuth Cawn
&
Casim Saib
Syed Ber Mahomed

2nd. Did you ever go to see Chelamacttoo and her Relations Hasem Bibby and Mapaw Bibby and for what purpose did you go there and did you see their face and what Conversations passed between you and the said Chellumcuttoo and her Relations respecting the Matter now in dispute between the Profrounent and Opfrounents relate the whole circumstances to the best of your Knowledge and belief.—

Ditto..... 3rd. Were you or were you not Inhabitants of Calastry if yea are you or are you not acquainted with the above named yedool Cawn Is he or is he not married to the Slave of the Profrounent Saul Bibby and did or did not yedool Cawn and Cauzy or whom else come to you at Calastry and offer you some Money and Rice if you will come to Madras to give false Evidence in the above affair If yea what Answer did you give or how did you act in consequence

since

since your Arrival did or did not the said Yedool Cawn and Cauzy give you some Paper Writing in the Moor Language to Read and to get by heart and to tell the Contents thereof to the Examiner at the time of your Examination If yea what was the purport thereof Declare fully to the best of your Knowledge Remembrance and belief.

4.th Were you or were you not Peons or Servants to the Rajah of Caulestry or in what other Situation were you Declare.—

To all .... 5.th Do you know of any other Matter or thing or have you heard or can you Set forth any thing touching the Matter in question in this Cause that may tend to the benefit and Advantage of the Opponents If yea declare the whole to the best of your knowledge Remembrance and belief as if you had been there-unto particularly Interrogated.

Lushington

Proctor for Opponents.

Before the Kings Ordinary Mayors Court at Madraspatnam.

Between Yedool Cawn Attorney to Saull Bibby Proponent and Hawkeen Cawn and Cauder Cawn Opponents.—

On the Part and Behalf of the Opponents.—

Depositions of Witnesses taken in this Matter by and before the Register of the said Court as follows.—

Munnuth Cawn of Poonamalee formerly Servant to the Kellidar

of

of Poorambeleo Aged Seventy years or thereabouth being on this 6th Day of June in the year of our Lord 1786 produced as a Witness on the Part of the Opponent & notice of whose Examination having been this day given to Messrs Charles Baker and James Grierson Proctors for the Proponent being duly Examined Deposes as follows—

1st ..... To the First Interrogatory this Deponent Saith he knows Saull Bibby and his Attorney Yedool Cawn in the Title of their Interrogatories named. This Deponent does not Know either Mawkirra Cawn or Cauder Cawn. This Deponent has so known Saull Bibby Fifty years or thereabouth and Yedool Cawn Seventy five or thirty years.

2nd ..... To the Second Interrogatory this Deponent Saith that Chellumcattoo was this Deponents Mistress and this Deponent use to go to her house upon business, but this Deponent never saw the said Chellumcattoo's face, nor did this Deponent ever hear any conversation pass between the said Chellumcattoo and her Relations respecting the Matter now in dispute, and this Deponent knows nothing of either Mayaw Bibby & Meshaw Bibby, whose Names are mentioned in this Interrogatory, and more this Deponent saith not to this Interrogatory.

3rd ..... To the Third Interrogatory this Deponent Saith he never was an Inhabitant of Calastree, this Deponent is acquainted with the before-mentioned Yedool Cawn—and this Deponent saith that the said Yedool Cawn is not Married to a Slave of the Proponents Saul Bibby, but that the Husband of the said Saul Bibby has two Wives, and the said Yedool Cawn is married to the Daughter of the Second Wife. This Deponent saith that neither the said Yedool Cawn, the Cauzy, nor any one else ever came to this Deponent at any place whatever, and Offered this Deponent Money and Rice if this Deponent would

come

come to Madras and give false Evidence in this affair - and this Deponent saith that neither the said Yedrol Cauvr nor the Cawzy ever gave into this Deponents hands a paper Writing in the Moor Language to read, and to get by heart, in Order to tell the Contents thereof to the Examiner at the time of this Deponents Examination - and this Deponent further saith, that this Deponent can neither read nor write and more this Deponent saith not to this Interrogatory.-

4th . . . . To the Fourth Interrogatory this Deponent saith, he never served the Rajah of Calastree in any Station whatever, but this Deponent was a Sorvant of the Hellidar of Poonamallee, and now Receives pay from the Honble Company - and more this Deponent saith not to this or the last Interrogatory -

August 9th 1787 - Munnuth Cauvr was this day Repeated before me James Call Esquire Mayor in the presence of me James Taylor Regr the Contents having been first explained to him by Rangasaduvr Court Interpreter

The Mark of // Munnuth Cauvr. -

James Taylor
Regr

Jas. Call
Mayor

1229

Additional Interrogatories to be administred to such Witnesses as shall be produced Sworn and Examined in a certain Cause now depending in the Hon^ble the Mayors Court at Madrasputnam wherein Yedoolee Cawn Attorney to Saul Bibby is Profrorent and Hawkins Cawn and Candee Cawn are Opprorents. On the Part and Behalf of the above named Opprorents.

To all the Witnesses } 1st..... Do you know the Parties Profrorent and Opprorents in the Title of these Interrogatories named or either and which of them. If yea how long have you so known them or either and which of them set forth. —

Sydoo Woosman Saib.
Sydoo Beddin
Muah Saib
Vuragoo Bhatma Bibby.
Latchumoo, Sidoo
Meer Currully.....

} 2nd Do you or do you not know Hussain Bibby the Mother of Abdulmeah who was Relation to Chellumcattoo and her Husband Hussain Cawn and was you or was you not present when he or the said Chellumcattoo the Wife of the said of Coonamally at the Siege of Monsieur Labourdonais did according to the Custom and the Laws of the Moor Cast receive Abdulmeah as her adopted Son and heir to her Estate. —

Yecoope Cawn
Hannuth Cawn
Rucmony Sing
Madar Mulk
Succur Meeah
Lucmawn Cawn
Tirn Sirrah
Addiapah Chitty
Comerapah Moodelly
Ninnapah Moodelly
Cham Bibby, Veerdgoo
Letchumoo.

} 3rd Do you or do you not know Chellumcattoo the Wife of the Killidar of Coonamalle If yea did or did not the said Chellumcattoo express to you that her will is to make Abdulmeah her sole and Lawful adopted Son and heir to all her Estate and did or did not Abdulmeah become the Heir to the Estate of Chellumcattoo and her Husband Hussain Cawn. —

Lucmaun Cawn
Tim Sirrah..

4.th Do you or do you not know the Deceased Chellumcuttoo the Wife of Hussain Cawn If yea did you or did you not know when Chel= lumcuttoo appointed Carrimah and Caudor Cawn the Daughter and Son of the above named Abdulmeah to be her Lawful Heirs and deliver over to them all the Estate Papers &c.a of which she had been possessed at the time of her death.—

Lucmaun Cawn
Tim Sirrah
Yecoope Cawn
Hummuth Cawn
Chan Bibby—
Ruckmany Sing
Sidoo Bidden
Sidoo Woorman Saib
Meah Saib, Sidoo
Sheer Curmully—

5.th Do you or do you not know Lawl Bibby the above named Proponent— If yea was she the Lawful Wife of Cassim Cawn Brother of the said Hussain Cawn and did or did not the said Cassim Cawn live Separate in his life time without any Con= nections or Concerns with the Estate of his said Brother Hussein Cawn and his Wife Chellumcuttoo Look at the Paper Writings— now produced and Shewn to you at this the time of your Examina= tion Marked with the Letters C.D. and purporting to be an Order of His Highness the Nabob Zulfuckar Cawn of Delhi and an Award of Cazey are they or are they not the very Papers which the said Chellum= cuttoo Shewed to you and did she or did she not then say that they belonged to a Cause between her husband Hussain Cawn and his Brother Cassim Cawn respecting the division of their Estate.—

Lucmaun Cawn
Tim Sirrah
Hoosain Cawn

6.th Do you or do you not know that the Opponents were taken Prisoners by Hyder Ally when they were Resident at Calastry and was it or was it not at that time that one Agapevvy Thadeus Calendar of Madras Armenian Merchant the Attorney of the— above named Cassim Cawn had obtained Letters of Administra= tion in this Hon.ble Court to the Estate of the Deceased Chellum= cuttoo.—

Lucmaun Cawn
Tim Sirrah
Shamier Sultan
Edward Raphael
Callette.....

7.th Do you or do you not know one Agapevvy Thadeus Calendar of Madras Armenian Merchant and who was Attorney

to

to Cajeen Cawn If yea did or did not the said Agajeerry Shadeen Calendar run away from Madras to Hyderbaud If yea for what reason did he abscond from Madras and was it or was it not on account of his having Administered to the Estate of the said Chillumcattoo.

Yecoofe Cawn
Hussoonuth Cawn
Ruckmoney Sing
Succur Meah
Ammeer Sing
Hoosain Cawn. } 8.th Did or did not yedool Cawn Attorney to the Reponent Saul Bibby offer you some Money as a Present if you would give false Evidence in this Present affair in Support of his pretended right on the Estate of the Deceased Chillumcattoo if yea what the Sum did he offer you.—

Hussoonuth Cawn
Yecoofe Cawn . . .
Meah Saib . . .
Hoosain Cawn. } 9.th Do you or do you not know Shake Wooden Narrain Dofs and Mahomet Cawn if yea have you heard of their having given Evidence in this Cause and are they men of Good Character or not do you know of their having Received any Money on Account of their having given their Evidence in this Cause If yea relate the particulars thereof

Jaga Naigue.. 10.th Did or did not yedool Cawn speak to you to use your endeavour to steal from the Opponents the Original Parwanah of the Fort of Boonamally a Copy whereof is Annexed to the Opponents Answer— if yea what passed on that occasion and did he make any and what proposal to you.—

Seagapeer
Appoo } .. 11.th Do you or do you not know Sydasewn one of the Company's Peons mentioned in the Procedings of this affair if you did or did not yedooloo Cawn in your Presence and at the house of James Taylor Esquire speak to the said Sydaseen respecting the Evidence in this Cause, if yea relate the particulars of what passed in that conversation.—

Caspaw Chitty. 12th Were you or were you not Present when Yedool Cawn and Casey made an Agreement with Amursing one of the Company's Peons that the said Yedool Cawn would pray the said Amursing some Money on Account of the Evidence he might give in this Cause if yea relate the particulars of what passed at that time respecting this Cause. —

Cappra Naigue
Meah Saib
Yecoppe Cawn

13th Are you or are you not Peon to the Rajah of Calastry and are you or are you not acquainted with Narrain Doh— If yea what is his Employment and what Character has he. —

Sidoo Woosman Saib
Sidoo Bidden
Meah Saib
Varagoo
Rucmoney Sing
Yecoppe Cawn
Hummuth Cawn
Succar Meah
Sucman Cawn
Tirn Serrah
Meapah Chitty
Comarapah Moodelly
Nirapah Moodelly
Chan Bibby
Sidoo Meer Cummully

111th Do you or do you not know Hawkim Cawn and Cauder Cawn the Opponents are they or are they not praised of the Several Purvanahs and Title Deeds of the Fort of Coorna-mally belonging to the Estate of the Deceased Chellumcuttoo and are or are not Hawkim Cawn and Cauder Cawn the undoubted Heirs to the Estate of the said Chellumcuttoo If not who are the Heirs thereto. —

To all the Witnesses. 15th Do you know of any other Matter or thing or have you heard or can you set forth any thing touching the Matters in Question in this Cause that may tend to the benefit or advantage of the Opponents If yea declare the same as you know have been informed or do believe together with the reasons of such your belief as fully as if you had been thereunto particularly Interrogated.

Lopham
Proctor for Opponents

Translation of an Order given by the Nabob Zulphacar Cawn against Cajeen Cawn. —

To that protecting Highness resolving — Power be ever guarded.

That the Employment of Fauzdary of Carnatick was in the presence of the Vicegerent at the Kings Royal Place at Hyderabad given to their Most projecting Servant, and that Cajeen Cawn be henceforth superseded it is therefore our pleasure that the Employment of Fauzdarship of Coolmary be preserved to you, it is necessary that you comply therewith according to your former Agreements and Govern yourself thereby that the Gomastahs of the before said Cajeen Cawn be also Discarged and expelled from thence that the Noble Gauzeeyer Cawn

Has

has been Appointed for the Port of Trifrasore to put the same in Order therefore all those Soldiers which you might have gathered it is necessary that you should send them to him Dated the 3rd Shebaun.—

36th of the year Juloos—

Dulpthacar Cawn
Bahauder the Faithful
Servant of the Conquering
Emperor Allum Geer
1101.—

In the Hble the Mayors Court at Madrasphatnam—
Between Yedooloo Cawn Attorney to Saul Bibby Propt.
and Hawheem Cawn and Cauder Cawn Opponts:

Exhibit C.—

Lt Eyrham— Proctor for Opponts

This Exhibit Marked C was Shewn to Mr David Haliburton at the time of his examination before me in a Certain Matter wherein Yedool Cawn Attorney to Saull Bibby Propounent and Hawheem Cawn and Cauder Cawn Opponts on the 20th Sept. 1786. the 9th March and 11th days of April 1787.—

James Taylor
Regr

This Exhibit C was also Shewn to Lucman Cawn, Tim Sirrah, yecoofa Cawn, Humuth Cawn, Chan Bibby, Sibo Budden, and Sibo Woosman Saib at the respective times of their Examination before me in a Certain Matter wherein Yedool Cawn Attorney to Sawll Bibbey is Propt and Hawkim Cawn and Cauder Cawn Opponts on the part of the Opponts on the 17th May 19th May 1787. 5th Augt 1786, 12th April 1787, 20th Sept 1787, 3rd July 1786. and 5th July 1786.

James Taylor
Regr

1236

Translate of an Award or Decree made by the Cauzee or Judge of the Law of Mahomet at Chinnapatnam alias Madras in a dispute between Hussain Cawn Cauled Killidar of Coonamelly Fort and Cassim Cawn Son of Bahoder Cawn Deceased

The Seal of Cauzee Judge of the Law of Mahomet

Whereas Hussain Cawn Cauled Killidar of Coonamelly Fort complained to the Honble Governor of Chinnapatnam that Cassim Cawn by the instigation and Power of some People took possession of his Sayguar and would not quit it the Governr was pleased to recommend to Sampatraw the Duan to decide the Matter in dispute between the said Brothers who demand Cassim Cawn to prove or make appear the Contents of the Bonds by his Accounts but he denied that he had any Accounts and said that he has Bonds only upon perusing the said Bonds Sampatraw demanded to know by what means they were obtained since he had no Accounts and the said Sampatraw also replied that as Matters which doth not relate to Accounts have any Credit to be Judged and decided by his Court of Devan they should apply to the Judge of the Law of Mahomet to whose Judgment and Decree such Matters are alone subject and so Ordered them to submit their controversy to me conformable to the said Order the said Hussain Cawn and Cassim Cawn applied themselves to me at the Holy House of the Law of Mahomet at Chinnapatnam the Capital of the Sea Port Towns and after giving Penalty Bond or Obligations under their Seals to abide to the Judgment or Decree of the Judge of the Law of Mahomet they made choice of Vakell or Attorneys to attend the Law and alledge in their behalf upon hearing and Considering the Particulars of

the

1236

Translate of an Award or Decree made by the Cauzee or Judge of the Law of Mahomet at Chinnapatnam alias Madras in a dispute between Hussain Cawn Cauled Kelledar of Poonamelly Fort and Causim Cawn Son of Bahoor Cawn Deceased

The Seal of Cauzee judge of the Law of Mahomet

Whereas Hussain Cawn Cauled Kelledar of Poonamelly Fort complained to the Honble Governor of Chinnapatnam that Causim Cawn by the instigation and Power of some People took possession of his Jaygeur and would not quit it the Governr was pleased to recommend to Sampatraw the Duan to decide the Matter in dispute between the said Brothers who demand Causim Cawn to prove or make appear the contents of the Bonds by his Accounts but he denied that he had any Accounts and said that he has Bonds only upon perusing the said Bonds Sampatraw demanded to know by what means they were obtained since he had no Accounts and the said Sampatraw also replied that as Matters which doth not relate to Accounts have any Cause to be Judged and decided by his Court of Devan they should apply to the Judge of the Law of Mahomet to whose Judgment and Decree such Matters are alone subject and so Ordered them to submit their controversy to me conformable to the said Order the said Hussain Cawn and Causim Cawn applied themselves to me at the Holy House of the Law of Mahomet at Chinnapatnam the Capital of the Sea Port Towns and after giving Penalty Bond or Obligations under their Seals to abide to the Judgment or Decree of the Judge of the Law of Mahomet they made choice of Vakell or Attorneys to Attend the Law and alledge in their behalf upon hearing and considering the Particulars of

the

the Matters in dispute between the said People I demanded to
produce the Bonds or writings which Causion Cawn had mentioned
in his Penalty Bond but finding that Causion Cawn was not deter-
mined to comply therewith I sent to desire that he let me see
their Copies Attested with his Seal or Fortune Transcription
which he also thought improper to comply with but on the
Contrary the said Causion Cawn sent me a Promissory Note
under his Seal offering a bribe of four hundred Rupees to me
and paid Fifty Rupees in part before hand which Sum together
with the Note before Spoken I deposited with some Twenty Persons
immediately and acquainted them the intent of the Proposal
which Causion Cawn had sent to me as above mentioned it is
Evident that if the Defendant had upon Examining the Matter in
dispute between him and the Complainants offered a bribe to the Judge
and pays a part of it before hand his Allegations and Pleadings conse-
quently Stands invalid and Causion Cawn Demand appears unjust
and uncertain I was obliged to send for the Copies of his Writings or
Bonds from Sampatraws Dirbar for perusal and upon due
Inspection of the Contents and Considering the Purpose and mean-
ing of the said Writing I do hereby / Conformable to the Directions of the Law of
the Mahomet / give this Decree that the said Writings or Bonds which Causion
Cawn had obtained partly by the Instigation and Power of some People and partly
by the Subtill device of others do stand invalid and effectless and that Causion
Cawn shall Redeliver unto Hussein Cawn the five Several Villages names
whereof are under Written and pay him their produces according to
account I do further Decree that the said Causion Cawn is no ways
Entitled to make any Claims or Demands upon Hussein

Cawn

Cawn whatsoever.—

The Names of Villages &c.

Carary Ayapauk	Chundra Sarawaram Chinnama Naicks Coopang	Pursavak with Sixty Canes of Land and the Cultivated land of Arnee.—

Given at the Holy House of the Law of Mahomet in Chinnapatam / the Capital of the Sea Port Town / this 15th Moor Jamadesany in the year Hegera 1167.—

In the Honble the Mayors Court at Madraspatnam Between Yedooloo Cawn Attorney to Saul Bibby Proponent and Hawkim Cawn and Cauder Cawn Opponents.— Exhibit D.—

Lofthaus — Proctor for Opponts

This Exhibit marked D was Shewn to Mr David Haliburton at the time of his Examination before me in a Certain Matter wherein Yedooloo Cawn Attorney to Sawll Bibby is Propt and Hawkim Cawn and Cauder Cawn Opponents on the 20th Sept 1786: the 9th March and 11th Days of April 1787.—

James Taylor
Regr

This Exhibit D was also Shewn to Lucman Cawn, Zein Sirrah, yecoope Cawn, Hamuth Cawn, Chan Bibby, Sidoo Budden, and Sidoo Woosman Saib at the Respective times of their Examination before me in a Certain Matter wherein yedool Cawn Attorney to Saull Bibby is Proponent and Hawkim Cawn and Cauder Cawn Opponents on the part of the Opponents on the 17th May 19th May 1787, 5th Augt 1786, 12th April 1787: 20th Sept 1787: 3d July 1786 and 6th July 1786.—

James Taylor
Regr

1240

Before the Kings Ordinary Mayors Court at Madrastatnam — Between yedool Cawn attorney to Lawll Bibby Proponent and Hawkim Cawn and Caudor Cawn Opponents — On the part and Behalf of the Opponents —

Depositions of Witnesses taken in this Matter by and before the Register of the said Court as follows. —

Sidoo Woosman Saib of Triplicane a Serredar of Cavalry in the Service of his Highness the Nabob aged Eighty years or thereabouts being on this Sixth day of July in the year of our Lord 1786 produced as a Witness on the part of the Opponents, notice of whose examination having been this day given to Messrs Charles Baker and James Grierson Proctors for the Proponents being duly examined Depones as follows. —

1st . . . . . To the first Interrogatory this Deponent saith, he knows yedool Cawn and Lawll Bibby in the Title of these Interrogatories named, this — Deponent has so known yedool Cawn Ten years or thereabouts and Lawll Bibby about the same time — This Deponent also knows Hawkim Cawn and Caudor Cawn in the Title of these Interroga- tories named — This Deponent has so known Hawkim Cawn Twenty years or thereabouts and Caudor Cawn about Ten years. —

2nd . . . . . To the Second Interrogatory this Deponent saith, he did know Hafsain Bibby the Mother of Abdulmeah who was a Relation of Chellumcauttoo and her Husband Hafsain Cawn, this — Deponent saith, he was present when Chellumcattoo the Wife of the Hellidar of Poonamalee did about Two years after the Seige of Monsieur Labourdenair according to the Custom and the Laws of the Moor Cast adopt and receive Abdulmeah as her Son and Heir, and more this Deponent saith not to this Interrogatory. —

5th . . . . . To the Fifth Interrogatory this Deponent saith, he knows

Lawll

Saull Bibby in the Title of these Interrogatories named - She said Saull Bibby was the Lawful Wife of Cassim Cawn Brother of the said Hassain Cawn, and the said Cassim Cawn did in his life time live Separate without having any connections or Concerns with the Estate of his said Brother Hassain Cawn and his Wife Chellumcattoo - This Deponent has looked at the Two Paper Writings in the Persian Language now produced to him at this the time of his Examination marked with the Letters C & D but as this Deponent can neither Read or Write the Persian Language he does not know the Contents thereof - This Deponent saith that the said Chellumcattoo did shew this Deponent the two Paper Writings in the Persian Language now produced to him marked C & D and at the time she so shewed the same the said Chellumcattoo said, that Abdulmiah was the right owner of the said Papers and more this Deponent saith not to this Interrogatory. —

14th To the Fourteenth Interrogatory this Deponent saith, he knows Hawhim Cawn and Cauder Cawn in the Title of these Interrogatories named - and this Deponent knows that the said Hawhim Cawn and Cauder Cawn are in possession of three several Purwanahs or Title Deeds of the Fort of Poonamallee belonging to the Estate of Chellumcattoo Deceased - This Deponent saith that according to the Moormans Cast the said Hawhim Cawn and Cauder Cawn are the undoubted Heirs to the Estate of Chellumcattoo Deceased, and more this Deponent saith not to this or the -

last

1242

Last Interrogatory.

Sidoo Woosman Saib was Repeated before me Robert Ewing Esquire Mayor in the Presence of me James Taylor Registro this Fifth day of August 1786 the Contents having been first explained to him by Davy Naiguree sworn Interpreter. —

The Mark of ∨ Sidoo Woosman Saib

James Taylor
Regr

Robt. Ewing
Mayor

Before the Kings Ordinary Mayors Court at Madraspatnam —

Between yedool Cawn Attorney to Sawll Bibby Prosecutors and Hawkim Cawn and Cauder Cawn Opponents. —

On the Part and Behalf of the Opponts.

Depositions of Witnesses taken in this Matter by and before the Register of the said Court as follows. —

Sidoo Budden formerly of Arcot but at present of Madraspatnam a Jemidar of Dalayets aged Sixty five years or thereabouts being on this 3rd day of July in the year of our Lord 1786 produced as a Witness on the part of the Opponents notice of whose Examination having been this day given to Messrs Charles Baker and James Grierson Proctors for the Prosecutors being duly Examined Deposes as follows. —

1st . . . . To the first Interrogatory this Deponent saith he knows yedool Cawn in the Title of these Interrogatories named and has so known him about Two years. This Deponent does not know Sawll Bibby. This Deponent knows Hawkim Cawn and Cauder Cawn and has so known them Forty years or thereabouts. —

2nd . . . . To the Second Interrogatory this Deponent saith he did know

Hapaiv

Hassain Bibby the Mother of Abdulmeah who was a Relation to Chellumcattoo and her Husband Hassain Cawn - This Deponent saith, he was present at St. Thomé when Chellumcattoo the Wife of the Hellidar of Poonamalee at the Seige of Monsieur Labourdonaie did according to the Custom and the Laws of the Moor cast, receive Abdulmeah as her adopted Son and Heir to her Estate, and more this Deponent saith not to this Interrogatory.-

5th To the Fifth Interrogatory this Deponent saith, he does not know Saull Bibby in the Title of these Interrogatories named - This Deponent knows that Cassim Cawn lived Separate in his life time from his Brother Hassain Cawn without having any Connections or Concern with the Estate of his Brother Hassain Cawn and his Wife Chellumcattoo - This Deponent has looked at the Two Papers Writings in the Persian Language now produced to him at this the time of his examination Marked **C** and **D** but as this Deponent can neither read nor Write he does not know what they contain - This Deponent saith that the said Chellumcattoo never shewed the said Paper Writings to this Deponent, nor did the said Chellumcattoo ever tell this Deponent that the said Paper Writings belonged to a Cause between her Husband Hassain Cawn and his Brother Cassim Cawn respecting the Division of their Estate - and more this Deponent saith not to this Interrogatory.

14th To the Fourteenth Interrogatory this Deponent saith, he knows Haukim Cawn and Cauder Cawn, and this Deponent knows that the said Haukim

Haukiern Cawn is in possession of several Purwanahs and Title
Deeds of the Fort of Coonamalee belonging to the Estate of Chellsoon-
caudoo Deceased - and this Deponent saith that the said Haukiern
Cawn and Cauder Cawn are the Proper Heirs to the Estate of the said
Chellsoncaudoo Deceased - and more this Deponent saith not to
this or the last Interrogatory. -

Sidoo Budden was repeated before me Her Mark of X Sidoo Budden
Robert Ewing Esquire Mayor in the presence of
me James Taylor Register this Fifth Day of
August 1786 - the Contents having been first
explained to him by Davy Naigum Sworn
Interpreter. -

James Taylor Regr. Robt. Ewing Mayor

Before the Kings Ordinary Mayors Court at Madraspatnam

Between Yedool Attorney to
Saull Bibby Proponent and
Hawkiern Cawn and Cauder Cawn
Opponents. -

On the Part and Behalf of the Opponents. -

Depositions of Witnesses taken in this Matter by and
before the Register of the said Court as follows. -

Yecope Cawn of Madraspatnam Inhabitant aged Fifty years or
thereabouts being on this 5th. day of August in the year of our Lord 1786
produced as a Witness on the part of the Opponents notice of whose examina-
tion having been this day given to Messrs. Charles Baker and James Grierson
Proctors for the Proponent being duly Examined Deposes as follows. -

1st. . . . To the First Interrogatory this Deponent saith he knows

yedool

Yedool Cawn and Saull Bibby in the Title of these Interrogatories named - This Deponent has so known Yedool Cawn Twenty years or thereabouts and Saull Bibby Ten years or thereabouts - This Deponent knows Hawkim Cawn and Cauder Cawn in the Title of these Interrogatories named and has so known Hawkim Cawn thirty years or thereabouts and Cauder Cawn Ten or Fifteen years. -

3rd To the Third Interrogatory this Deponent saith, he did know Chellumcautoo the Wife of the Kellidar of Coonarrulee - and the said Chellumcautoo did tell this Deponent that it was her Will for to make Abdoolmuah her Sole and Lawful Adopted Son and Heir to all her Estate - and this Deponent saith, that the said Chellumcautoo had a Daughter which this Deponent wanted to have Married to this Deponents Brother, and upon this Deponents going to the House of the said Chellumcautoo for the purpose aforementioned, he saw a Young Man there who this Deponent thinks was about Twenty years old, and upon this Deponents enquiring who he was, the said Chellumcautoo told him that his Name was Abdoolmuah and that he was the Son of a Relation whom she had adopted as Son and Heir to her Estate - and this Deponent saith that the said Abdoolmuah did by such Adoption as aforesaid become Heir to the Estate of the said Chellumcautoo and her Husband Hafeim Cawn, and more this Deponent saith not to this Interrogatory. —

5th To the Fifth Interrogatory this Deponent saith, he knows Saull Bibby in the Title of these Interrogatories named -

She

She was not the Lawful Wife of Caplin Cawn Brother of Kapsein Cawn but was kept by him — This Deponent saith, that this Deponents Father told this Deponent that Caplin Cawn lived Separate in his life time without having any Connection or Concern with the Estate of his said Brother Kapsein Cawn and his Wife Chellumcautoo — This Deponents Father also told this Deponent that a Division of the Family Estate had taken place between the Two Brothers — This Deponent has looked at the Two Papers Writings in the Persian Language now produced and shewn to him at this the time of his Examination Marked with the Letters C and D but as this Deponent can neither read nor Write the Persian Language he does not know the Contents thereof — This Deponent saith, that the said Two Papers were never shewn to this Deponent by the said Chillumcautoo, nor did the said Chillumcautoo ever tell this Deponent any thing about them — and more this Deponent saith not to this Interrogatory. —

8.th ..... To the Eighth Interrogatory this Deponent saith that Yedool Cawn Attorney to the said Deponent Saull Bibby desired this Deponent to give false Evidence in this Cause in favor of the said Saull Bibby, which this Deponent refused, whereupon the said Yedool Cawn Offered to give this Deponent Thirty Pagodas, which this Deponent also refused, and more this Deponent saith not to this Interrogatory. —

9.th ..... To the Ninth Interrogatory this Deponent saith, he does not know either Shahe Woosan or Mahomet Cawn in this Interrogatory named, but this Deponent knows Narrain Dass who told this Deponent that he had given Evidence in this Cause —

This Deponent knows that the said Narrain Doss is a Man of bad Character, and the said Narrain Doss told this Deponent that the said Yedool Cawn had promised to give him, when he left this place, some Money and Cloth if he would give false Evidence in this Cause, and that the said Yedool Cawn paid him in the meantime Six fanams a day Batta, and more this Deponent saith not to this Interrogatory.—

13th. To the Thirteenth Interrogatory this Deponent saith, he never Served any one in the Station of a Peon, This Deponent was a Jemidar of Cavalry in the Service of Nizam Ally Cawn— this Deponent saith he knows Narrain Doss, he is a Beggar & a Man of bad Character, and more this Deponent saith not to this Interrogatory.—

14th. To the Fourteenth Interrogatory this Deponent saith, he knows Hawkim Cawn and Cauder Cawn, and this Deponent knows that Cauder Cawn is possessed of Two Purwanahs or Title Deeds of the Fort of Poonamlee belonging to the Estate of Chelleumcau= too Deceased— and this Deponent saith, that the said Hawkim Cawn and Cauder Cawn are the undoubted Heirs to the Estate of the said Chelleumcautoo Deceased, but that Cauder Cawn has a preferable right to Hawkim Cawn, and more this Deponent saith not to this Interrogatory.—

To the Last Interrogatory this Deponent saith, about three days ago This Deponent received a Message by one Carnaul Cawn and one Amith Cawn from the said Yedool Cawn offering this Deponent Two hundred Pagodas if he would not give Evidence on the part and Behalf of Hawkim Cawn and

Cauder

Caudee Cawn, and about Six or Seven days ago the said Yedool-
Cawn told this Deponent that if he gave his Evidence he would
make out a false Account Current and sue him in the Court,
and then commit this Deponent to Prison - and more this -
Deponent saith not to the last Interrogatory -

Yecoobe Cawn was Repeated before me
Robert Ewing Esquire Mayor in the Presence
of me James Taylor Register this 13th day
of September 1786 the Contents having been
first explained to him by Soobaroyaun Court
Interpreter -

The Mark of ⌐ Yecoobe Cawn

James Taylor
Regr

Robt Ewing
Mayor

Before the Kings Ordinary
Mayors Court at Madraspatnam

Between Yedool Cawn
Attorney to Saull Bibby
Proponent and Hawkins Cawn
and Caudee Cawn Opponents

On the Part and Behalf of the Opponents -

Depositions of Witnesses taken in this Matter by and
before the Register of the said Court as follows -

Hanmuth Cawn of Madraspatnam Merchant aged Thirty Nine
years or thereabouts being on this 12th day of April in the year of our Lord 1787
produced as a Witness on the Part of the Opponents notice of whose Exam-
ination having been this day given to Mr Charles Baker Proctor for the
1st . . . . . To the First Interrogatory this Deponent saith he knows
Yedool Cawn and Saull Bibby in the Title of these Interro-
gatories named - that he has so known Yedool Cawn eight
years or thereabouts, and Saull Bibby about Fifteen or
Sixteen

Sixteen years - This Deponent also knows Hawkim Cawn and Cauder Cawn in the Title of these Interrogatories named, and has so known Hawkim Cawn Ten Years or thereabouts, and Cauder Cawn three years or thereabouts.

3rd ..... To the Third Interrogatory this Deponent saith he did know Chellumcautoo the Wife of the Kellidar of Poonamalee, the said Chellumcautoo did not express to this Deponent that her Will was to make Abdulmeah her Sole and Lawful Adopted Son and Heir, but one Hoolsain Bibby a Niece to Chellumcautoo did tell this Deponent that in case of the said Chellumcautoo's Death, Abdulmeah her adopted Son would be the Sole Heir to her Estate and Effects - and this Deponent further saith, that the said Abdulmeah died in the life time of the said Chellumcautoo, after which the said Chellumcautoo made Abdulmeah's Son named Cauder Cawn being one of the Deponents in the Title of these Interrogatories named, and his Daughter named Herima Cautoo Sole Heirs to her Estate - and more this Deponent saith not to this Interrogatory.

5th ..... To the Fifth Interrogatory this Deponent saith, that he knows the Deponent Saull Bibby - she was not the Lawful Wife of Cassim Cawn Brother of Hussain Cawn, but a Woman kept by him - This Deponent saith, that the said Cassim Cawn died in the life time of his Brother Hussain Cawn live Separate from him, and did not after the death of the said Hussain Cawn interfere or have any Connections or Concerns

with

with his Estate or with his Wife the said Chellumcautoo, but after the death of the said Chellumcautoo the said Cajeum Cawn went to Calastre, where the said Chellumcautoo died, looked over all her Papers amongst which was her Last Will and Testament, after which he delivered them into the Hands of the said Cauder Cawn and Heriah Cautoo, saying, they were their Accounts and Papers, and that they were the owners of her Estate- This Deponent has looked at the Paper Writings now produced and Shewn to him, at this the time of his Examination Marked with the Letters C and D purporting to be a Purwanah of his Highness the Nabob Zoolfuhacar Cawn of Dellie, and an Award of the Cauzy, and this Deponent saith that the said Papers were never Shewn to this Deponent by the said Chellumcautoo, but that the same were shewn to him about Ten years ago by Hawkim Cawn one of the Opponents in this Cause- and more this Deponent saith not to this Interrogatory.

8th To the Eighth Interrogatory this Deponent saith that the said Yedool Cawn the Attorney of the Proponent Saull Bibby and the Cauzey of Madras named Abboo Baukee did about Six Months ago come to this Deponents House about Two o Clock in the Morning, and told this Deponent, that they understood that one Yecoope Cawn was going to be examined as an Evidence in this Cause on the part of the Opponents Hawkim Cawn and Cauder Cawn, and offered this Deponent the Sum of Twenty Pagodas if this Deponent would stop him from going to be examined on their part, and bring him as an Evidence in their favor, upon which this Deponent spoke to Yecoope Cawn, who

replied

Replied, that if the said Yedool Cawn and Abboo Baukar would give him One hundred Pagodas he would not give false evidence, They then desired this Deponent to bear Evidence for them, and offered this Deponent the Sum of Ten Pagodas, which this Deponent refused, whereupon they said, if this Deponent could not come, would he procure Two other Evidence for them - this Deponent then desired to know, what kind of Evidence they wanted. who replied that they wanted Two Witnyes to say, that one Vellaiah a Dubash, and Hawkim Cawn one of the Deponents, had offered them the Sum of Forty Pagodas each to come and give Evidence, that Cawder Cawn and Kerim Cautoo were the Sole Heirs to Chellumcautoo's Estate, This Deponent replied that he could not procure such Evidence - This Deponent further saith, that after this Deponent had received a Summons to attend and give his Evidence, the said Yedool Cawn and Abboo Baukar sent for this Deponent, and asked him, when he went to be Examined, what Evidence did he mean to give, upon which this Deponent said, that he did not know why they had sent for him - The said Yedool Cawn and Abboo Baukar replied, that the Examiner would ask this Deponent, whether he knew Cajeim Cawn, Hussain Cawn and Chellumcautoo, and that he must say, that he did know them - That the Examiner would also ask if this Deponent knew Abdoolmeah, and desired this Deponent to say, that he did not know Abdoolmeah, but that he knew one Abdoolah, and if he should be asked who

this

this Abdoolah was he must Say that he was a Slave bought by the said Chellumcautoo for Two Pagodas and of the Examiner should ask this Deponent who the said Abdoolahs Mother was he must say "one Afsanah" and not "Afsanah Bibby" This Deponent replied it was very well and he would do so upon which they said if you do We will give you ten Pagodas and advanced this Deponent Five Pagodas in part thereof which Pagodas this Deponent has ready to produce and more this Deponent saith not to this Interrogatory.—

9th . . . . To the Ninth Interrogatory this Deponent saith he knows Shake Woosen, Narrain Doss and Mahomed Cawn and knows that they have given Evidence in this Cause— The said Shake Woosen is a Servant, Narrain Doss is a Man of bad Character and a Pimp at Calastre, and Mahomed Cawn is also a Man of bad Character and was formerly a Pimp to the said Cajoro Cawn— this Deponent further saith that he has seen some Money which was given by the said Yedool Cawn to the said Narrain Doss to give Evidence in this Cause— and more this Deponent saith not to this Interrogatory.—

11th . . . . To the Fourteenth Interrogatory this Deponent saith he knows Hawhim Cawn and Cauder Cawn the Opponents and knows that they are professed of Two Purwanahs or Title Deeds of Poonamalee belonging to the Estate of the said Chellumcautoo Deceased— and this Deponent saith that the said Opponent Cauder Cawn and his Sister the said Herioo Cautoo now the Wife of the Opponent Hawhim Cawn are the undoubted Heirs to the Estate of the said Chellumcautoo

Deceased

Deceased - and more this Deponent saith not to this or the last Interrogatory -

19th May 1787 - Hamuth Cawn was Repeated before me James Call Esquire Mayor in the Presence of me James Taylor Register the Contents having been first explained to him by Edward Belling the said Edward Belling having been first duly Sworn to Interpret the same -

James Taylor Reg.r

Jas. Call Mayor

Before the King's Ordinary Mayor's Court at Madraspatnam

Between Yedool Cawn Attorney to Saull Bibby Proponent and Hawkim Cawn and Cauder Cawn Opponents. -

On the part and Behalf of the Opponents -

Depositions of Witnesses taken in this Matter by and Before the Register of the said Court as follows. -

Madar Mulk of Madraspatnam Inhabitant aged Fifty years or thereabouts being on this 18th day of August in the year of our Lord 1786 produced as a Witness on the Part of the Opponents, and by whose Examination leave has been this day given to Messrs Charles Baker and James Grierson Proctors for the Proponent being duly Examined Deposes as follows. -

1st To the First Interrogatory this Deponent saith he does not know either Yedool Cawn or Saull Bibby in the Title of these Interrogatorys named - This Deponent knows Hawkim Cawn and Cauder Cawn in the Title of these Interrogatories named - and has so known them Two Months or thereabouts. -

3d To the Third Interrogatory this Deponent saith he did know

Chet=

Chelluvencautoo the Wife of the Killidar of Coonarralee, and the said Chelluvencautoo did tell this Deponent that her Will was to make Abdulmeak her Sole and Lawful Adopted Son and Heir to all her Estate — and this Deponent knows that the said Abdoolmeak did become Heir to the Estate of the said Chelluvencautoo and her Husband Kapoor Cawn, and more this Deponent saith not to this or the last Interrogatory —

Madar Mulk was Sworn before me
Robert Ewing Esqr. Mayor in the presence of
me James Taylor Register this Thirteenth day
of September 1786 the Contents having been first
explained to him by Soobaroyam Court Interpreter

The Mark of ⊓ Madar Mulk

James Taylor
Regr.

Robt. Ewing
Mayor

Before the King's Ordinary
Mayor's Court at Madraspatnam

Between Yedool Cawn
Attorney to Saull Bibby Proponents
and Hawkins Cawn and Cauder
Cawn Opponents.

Depositions of Witnesses taken in this Matter by and before the Register of this said Court as follows —

On the Part and Behalf of the Opponents

Lucman Cawn of Madraspatnam Horse Merchant aged 65 years or thereabouts being on this Seventh day of May in the year of Our Lord 1787 produced as a Witness on the Part of the Opponents notice of whose Examination having been this day given to Mr. Charles Baker Proctor for the Proponent, being duly Examined Deposes as follows. —

To the First Interrogatory this Deponent saith, he knows Yedool Cawn in the Title of these Interrogatories named, but is not acquainted with Saull Bibby, and this Deponent [illegible]

so known the said Yedool Cawn about Seven or eight years- this Deponent knows Hawkim Cawn and Cauder Cawn in the Title of these Interrogatories named, and this Deponent hath so known the said Hawkim Cawn thirty five years or thereabouts and Cauder Cawn twelve years or thereabouts.—

3rd ..... To the Third Interrogatory this Deponent saith, that he did know Chillumcautoo, the Wife of the Kellidar of Coonamalee, and the said Chillumcautoo did tell this Deponent that it was her intention to make Abdulmeah Sole Heir to her Estate and Effects, but as the said Abdulmeah was dead, she intended to make his Son Cauder Cawn and his Daughter Kerim Cautoo, sole Heirs to her Estate and the Estate of her Husband Hussein Cawn, and this Deponent saith, that before the said Chellumcautoo Died, she delivered over all her Estate and Papers to the said Cauder Cawn and Karim Cautoo- and more this Deponent saith not to this Interrogatory.

4th ..... To the Fourth Interrogatory this Deponent saith, that he has full Answer made to this Interrogatory, by his Answer to the Third Interrogatory, and more this Deponent saith not to this Interrogatory.—

5th ..... To the Fifth Interrogatory this Deponent saith, that he does not know Saull Bibby in the Title of these Interrogatories named, but this Deponent has heard of her from the said Chillamcautoo- This Deponent has heard from the said Chillumcautoo that the said Saull Bibby was not the Lawful Wife of Cassim Cawn the Brother of Hussain Cawn, but that she was kept by him- This Deponent knows that the said Cassim Cawn did live Separate in his life time without any

connections

Connections or Concerns with the Estate of his said Brother Mysain Cawn and his Wife Chellumcautoo - This Deponent has looked at the Two Paper Writings in the Persian Language - Marked C and D now Shewn to him at this the time of his Examination, but as this Deponent can neither read nor Write, this Deponent cannot tell the purport of them; This Deponent saw the said Two Paper Writings in the hands of the said Chellumcautoo, who told this Deponent that one of them was the Award of the Cauzee, when the said Cassim Cawn and Mysain Cawn had quarrelled about the Sagbire of Coonamallee, and that the other was a Paper which came from the Nabob Doolphacar Cawn who was their Master, and more this Deponent saith not to this Interrogatory.

6th ..... To the Sixth Interrogatory this Deponent saith, that he knows that the said Hawkim Cawn Cawn and Cauber Cawn were taken Prisoners by Hyder Ally when they were Resident at Calastree, and this Deponent saith, that whilst they were Prisoners one Agapeery Thaddeus Calendar of Madras Armenian Merchant as Attorney to the said Cassim Cawn obtained Letters of Administration from the Hon^ble the Mayors Court to the Estate and Effects of the said Chellumcautoo Deceased - and more this Deponent saith not to this Interrog.

7th ..... To the Seventh Interrogatory this Deponent saith, that he does not know the said Agapeery Thaddeus Calendar, but this Deponent has heard of his Name - This Deponent knows that the said Agapeery Thaddeus Calendar ran away from Madras to Hyderabad - and this Deponent was told by the Mother of the said Agapeery Thaddeus Calendar, that he had so run away, because he had heard that the said Hawkim Cawn was coming to Demand the Estate of the said Chellumcautoo of him, and more this Deponent saith not to this Interrogatory.

11th . . . . To the Fourteenth Interrogatory this Deponent saith, that he knows Hawkim Cawn and Cauder Cawn in the Title of these Interrogatories named, This Deponent saith, that he knows that the said Hawkim Cawn and Cauder Cawn were possessed of Two Parvanahs or Title Deeds of the Fort of Coonarralee belonging to the Estate of Chellumcautoo Deceased, which Paper Writings this Deponent also saw in the hands of the said Chellumcautoo - and this Deponent saith, that the said Hawkim Cawn and Cauder Cawn are the undoubted Heirs to the Estate of the said Chellumcautoo Deceased, and more this Deponent saith not to this or the last Interrogatory. -

12th May 1787 Lucman Cawn was Repeated before me James Call Esquire Mayor in the presence of me James Taylor Register the Contents having been first explained to him by Edward Belling the said Edward Belling having been first duly Sworn to Interpret the same. -

The Mark of ∋ Lucman Cawn

James Taylor Reg.r

W. Call Mayor

Before the King's Ordinary Mayor's Court at Madraspatnam

Between Ye dool Cawn Attorney to Laull Bibby Proponent - and Hawkim Cawn and Cauder Cawn Opponents. -

On the Part and Behalf of the Opponts.

Depositions of Witnesses taken in this Matter by and Before the Register of the said Court as follows. -

On the Part and Behalf of the Opponts.

Depositions of Witnesses taken in this Matter by and Before the Register of the said Court as follows. -

Merchant aged Fifty one years or thereabouth being on this 9th Day of August in the year of Our Lord 1786 produced as a Witness on the Part of the Opponents notice of whose Examination having been this day given to Messrs Charles Baker and James Grierson Proctors for the Proponent being duly Examined Deposes as follows.

1st . . . . . To the First Interrogatory this Deponent saith, he does not know either Yedood Cawn or Saull Bibby in the Title of these Interrogato. this Deponent knows Hawkim Cawn and Cauder Cawn in the Title of these Interrogatories named – and has so known Hawkim Cawn Two Months or thereabouts and Cauder Cawn about the same time.–

3rd . . . . . To the Third Interrogatory this Deponent saith, he did know Chellumcautoo the Wife of the Killidar of Coonamalee – and the said Chellumcautoo did tell this Deponent that she intended to adopt Abdulsmah as her Son and this Deponent saith that in case such Adoption took place he did become Heir to the Estate of the said Chellumcautoo and her Husband Hasseen Cawn, and more this Deponent saith not to this Interrogatory.–

12th . . . . . To the Fourteenth Interrogatory this Deponent saith, he knows Hawkim Cawn and Cauder Cawn in the Title of these Interrogatories named – this Deponent was told by the said Hawkim Cawn and Cauder Cawn that they had in their possession a Purwanah or Title Deed of the Fort of Coonamalee belonging to the Estate of Chellumcautoo Deceased, but this Deponent never saw the same – and this Deponent saith, he knows that the said Hawkim Cawn and Cauder Cawn are the undoubted Heirs to the Estate of Chellumcautoo Deceased – and more this Deponent saith not to this or the last Interrogatory.–

Abdeapah Chitty was Repeated before me Robert Ewing Esqr. Mayor in the Presence of me James Taylor Regr this 25th day of [illegible] to which the Contents having been first explained [illegible]

Before the King's Ordinary Mayor's Court at Madraspatnam. Between Yedool Cawn attorney to Lawll Bibby Proponent and Hawkim Cawn and Cawder Cawn Opponts

On the Part and Behalf of the Opponents.

Depositions of Witnesses taken in this Matter by and before the Register of the said Court as follows.

Chan Bibby of Madraspatnam Aged Sixty years or thereabouts being on this 20th Day of September in the year of Our Lord 1787 produced as a Witness on the Part of the Opponents notice of whose examination having been this day given to Mr. Charles Baker and Pullion Spencer Proctors for the Proponent, having been duly Examined Deposes as follows. —

1st ..... To the First Interrogatory this Deponent saith, that she knows Yedool Cawn and Lawll Bibby in the Title of these Interrogatories named - and that she hath so known the said Yedool Cawn eight years or thereabouts and Lawll Bibby Twenty years or thereabouts - This Deponent also knows Hawkim Cawn and Cawder Cawn in the Title of these Interrogatories named, and this Deponent hath so known the said Hawkim Cawn Twenty five years or thereabouts and Cawder Cawn Twenty years or thereabouts. —

3rd ..... To the Third Interrogatory this Deponent saith, that she did know Chellumcautoo the Wife of the Killedar of Coonamallee, and the said Chellumcautoo did tell this Deponent that her will was to make Abdoolmeah her Sole and Lawful Adopted Son and Heir to all her Estate and the said Abdulmeah did — accordingly become Heir to the Estate of the said Chellumcautoo and her Husband Hussein Cawn, and more this Deponent saith not to this Interrogatory. —

5th ..... To the Fifth Interrogatory this Deponent saith, that she

does know the Deponent Saull Bibby - and this Deponent knows that She was the Lawful Wife of Caseim Cawn Brother of the said Hussain Cawn, and this Deponent saith that the said Caseim Cawn did Live separate in his life time without having any Connection or Concerns with the Estate of his said Brother Hussain Cawn or his Wife Chellumcautoo - This Deponent hath looked at the Two Paper Writings in the Persian Language Marked C and D now produced to this Deponent at this the time of her Examination purporting to be an Order of his Highness the Nabob Tulpha Cawn and an Award of the Cauzee, and tho' this Deponent can neither read nor Write, yet this Deponent saith that by the Two Persian Seals which are affixed to the said Paper Writings this Deponent knows them to be the Identical Papers which were shewn unto this Deponent by the said Chellumcautoo, who at the time of Shewing them said they Related to, and Settled all Disputes that Subsisted formerly between her Husband Hussain Cawn and his Brother Caseim Cawn respecting the Division of their Estates - and more this Deponent saith not to this Interrogatory.

11th ..... To the Fourteenth Interrogatory this Deponent saith, She knows the Opponents Hawkim Cawn and Cauder Cawn, and this Deponent knows that they are possessed of Several Purwanahs of the Sort of Poonamallee belonging to the Estate of Chellumcautoo Deceased, and this Deponent saith that the Opponents Hawkim Cawn and Cauder Cawn are the undoubted Heirs to the Estate of the said Chellumcautoo Deceased - and more this Deponent saith not to this Interrogatory.

To the Last Interrogatory this Deponent saith, that during the time the Opponents Hawkim Cawn and Cauder Cawn

were Prisoners with Hyder the said Capsin Cawn obtained Letters of Administration to the Estate and Effects of the said Chellum= cauloo Deceased and more this Deponent saith not to the Last

Interrogatory.—

25th September 1787— Chan Bibby was Sworn before me James Call Esquire Mayor in the Presence of me James Taylor Register the Contents having been first Explained to her by Rungan and um Court Interpreter.—

The Mark of ⊂ Chan Bibby

James Taylor
Regr

Ja. Call
Mayor

Before the Kings Ordinary Mayors Court at Madraspatnam

Between yedool Cawn attorney to Saull Bibby— Proponent and.— Hawkian Cawn and Cauder Cawn Opponents.—

On the Part and Behalf of the Opponents

Depositions of Witnesses taken in this Matter by and before the Register of the said Court as follows.—

Timm Sinnah of Madraspatnam Butler aged Thirty years or thereabouts being on this Ninth day of May in the year of Our Lord 1787 produced as a Witness on the part of the Opponents, notice of whose Examination having been this Day given to Mr. Charles Baker Proctor for the Proponent being duly Examined Deposes as follows.—

1st . . . . . To the First Interrogatory this Deponent saith, he knows Yedool Cawn and Saull Bibby in the Title of these Interrogatories named, and this Deponent hath so known the said Yedool Cawn Seven years or thereabouts, and Saull Bibby about the same time.— This Deponent knows Hawkian Cawn and Cauder Cawn in the Title

of

of these Interrogatories named, and this Deponent hath so known the said Hauksin Cawn twelve years or thereabouth and Candee Cawn twenty years or thereabouth.

3rd ..... To the Third Interrogatory this Deponent saith that he did know Chellumcanboo the Wife of the Kellidar of Poonamallie for this Deponent was her Butler and the said Chillumcanboo did tell this Deponent that she had made Abdulmeah her Sole and Lawful adopted Son and Heir to all her Estate, and this Deponent saith that the said Abdulmeah acted under the said Chellumcaloo as her Adopted Son and Heir - and more this Deponent saith not to this Interrogatory.

4th ..... To the Fourth Interrogatory this Deponent saith that he did know Chellumcanboo the Wife of Hussain Cawn - and this Deponent further saith that the said Chellumcanboo after the death of the said Abdulmeah appointed Carramah and the Opponent Candee Cawn the Daughter and Son of the said Abdulmeah to be her Lawful Heirs and did in this Deponents presence deliver over to them all the Estate and Effects Papers &c which she was in possession of at the time of her Death - and more this Deponent saith not to this Interrogatory.

5th ..... To the Fifth Interrogatory this Deponent saith that he does know Saull Bibby in the Title of these Interrogatories named - she was not the Lawful Wife of Cassim Cawn Brother to the said Hussain Cawn but a kept Woman - This Deponent saith that the said Cassim Cawn and his Brother the said Hussain Cawn did in their life time live separate without having any connections or Concerns with the Estate of each other - This Deponent hath looked at the Two Paper Writings in the Persian Language marked with the Letters **C** and **D** now produced and Shewn to him at this the time of his Examination one of them being a Paper under the Hand and Seal of the Cauzee and the other under the hand and Seal of the Nabob Zulfukar Cawn but

as this Deponent can neither read nor Write, he does not know the Contents thereof - and this Deponent saith, that the said Two Papers are the very Papers which the said Chellamcautoo shewed unto this Deponent, saying at the same time, that one of them was an Award of the Cawzee, that the said Cafsim Cawn had no Claims upon the Estate of his Brother the said Hyfsain Cawn, and that the other was an Order from the Nabob Zulfeacar Cawn upon the same account - and more this Deponent saith not to this Interrogatory. -

6th . . . . . To the Sixth Interrogatory this Deponent saith, he knows that the Opponents Hawkim Cawn and Caudar Cawn were taken Prisoners by Hyder ally when they were Resident at Calastry - and this Deponent saith that the said yedool Cawn told this Deponent at Calastree that it was at that time one Agapery Shaddeus Calendar of Madras Armenian Merchant as the Attorney of the said Cafsim Cawn obtained Letters of Administration from the Honble the Mayor's Court to the Estate of the said Chellamcauttoo Deceased believing that the said Hawkim Cawn and Caudar Cawn were dead - and more this Deponent saith not to this Interrogatory. -

7th . . . . . To the Seventh Interrogatory this Deponent saith, that he did know one Agapurry Shaddeus Calendar of Madras Armenian Merchant who was Attorney to the said Cafsim Cawn - and this Deponent knows that the said Agapurry Shaddeus Calendar did run away from Madras to Hyderabad, because he had heard that the said Hawkim Cawn and Caudar Cawn were coming to claim the Estate of the said Chellamcautoo which he had Administered to as aforesaid - and more this Deponent saith not to this Interrogatory. -

14th . . . . . To the Fourteenth Interrogatory this Deponent saith, that he does know the Opponents Hawkim Cawn and Caudar Cawn, and

this

this Deponent knows that they are possessed of several Pirowaahi and Telle Deeds of the Sort of Coonamalee belonging to the Estate of Chel. Cumcautoo Deceased - and this Deponent further saith that the said Hawkum Caurr and Cauder Caurr are the undoubted Heirs to the Estate of the said Chellumcautoo Deceased - and more this Deponent saith not to this Interrogatory -

To the Last Interrogatory this Deponent saith that when the said Chellumcautoo Died the said Cassinn Caurr came to Calastree, when the said Carriamah and Cauder Caurr produced before the said Cassinn Caurr all the Papers belonging to the Estate of the said Chellumcautoo Deceased which he perused and then delivered them back again saying at the same time that they the said Carriamah and Cauder Caurr were the Sole Heirs of the Estate of the said Chellumcautoo Deceased and Desired them to Remember him as he was an Old Man. and more this Deponent saith not to the last Interrogatory

28th June 1787. Tiru Sirrah was Repeated before me James Call Esquire Mayor in the presence of me James Taylor Register the Contents Having been first explained to him by Runganadum Court Interpreter.

The Mark of Tiru Sirrah

James Taylor
Regr

Jas. Call
Mayor

Before the Kings Ordinary
Mayors Court at Madraspatnam

Between Yedool Cawn Attorney to
Saull Bibby Proponent and
Hawkim Cawn and Cauder Cawn
Opponents.

On the Part and Behalf of the Opponents

Depositions of Witnesses taken in this Matter by and before the Register of the said Court as follows.—

Shamier Sultan of Madraspatnam Merchant aged Sixty two years or thereabouts being on this 19th Day of August in the year of Our Lord 1786 produced as a Witness on the Part of the Opponents notice of whose Examination having been this day given to Messrs Charles Baker and James Grierson Proctors for the Proponent being duly Examined Deposes as follows.—

1st To the First Interrogatory this Deponent saith he does not know either Yedool Cawn or Saull Bibby in the Title of these Interrogatories named, this Deponent does not know either Hawkim Cawn or Cauder Cawn in the Title of these Interrogatorys named.—

To the Seventh Interrogatory this Deponent saith he knows one Agapeery Thaddeus Calendar of Madras Armenian Merchant but this Deponent does not know if he was Attorney to one Cajeim Cawn—This Deponent knows that the said Agapeery Thaddeus Calendar went to Hydrabad, but this Deponent does not know if he ran away from Madras or not, or upon what account he went to Hydrabad. This Deponent knows nothing of the said Agapeery Thaddeus Calendar having absconded from Madras by reason of his having administered to the Estate of Chellumcautoo Deceased—and more this Deponent saith not to this or the last Interrogatory.—

29th November 1786—Shamier Sultan was repeated before me Robert Ewing Esqr and in the presence of me James Taylor Register the Contents having been first explained to him by William Lewcock Portuguese Interpreter.—

Shaumier Sultaun

Robt Ewing
Mayor

James Taylor
Regr

…inary Between Yedool Cawn attorney to…
…fore the Kings Ord… Saull Bibby Proponent and Hawkins
…yors Court at Madras pra… Cawn and Cauder Cawn Opponents
On the part and Behalf of the Opponents
We the Depositions taken in this Matter by and Before the
Depositions of … as follows
Register of the said Court Graham Merchant aged Forty two years or
…ward Raphael of Madras in the year of Our Lord 1786 produced as a
…bouts being on this 19th day of August before Examination Leaving first
…s on the Part of the Opponents notice … Greerson Proctors for the Proponent
… to Messrs Charles Baker and Jan…
… duly Examined Deposes as follows. — … this Deponent saith, he does not know
To the First Interrogatory … Bibby in the Title of these Interrogatories
either Yedool Cawn or Saull … as seen a Person mentioned under the
named — This Deponent … this Deponent does not know Cauder
name of Hawkins Cawn, … know Cauder Cawn
Cawn — This Deponent does … This Deponent saith, he does know one
To the Seventh Interrogatory Madras Armenian Merchant but
Agapurry Thadeus Calendar of … he was Attorney to Casjon Cawn
this Deponent does not know … know that the said Agapurry
or not — This Deponent does not … Madras to Hydrabad but the
Thadeus Calendar ran away from Ally Cawn the Soobah of the
Deponent has heard that Nizam … Agapurry Thadeus Calendar
Decan sent for the Father of the said … inform he could not go, and sent
to come to him, but as he was Old and … This Deponent knows nothing
his Son to the Said Nizam Ally Cawn — … ar having absconded from
of the said Agapurry Thadeus Calendar … stood to the Estate of Chellum-
Madras by reason of his having Admin… saith not to this or the last
canboo Deceased — and more this Deponent
Interrogatory —

Edouard Raphael

Oct. 1787. Edward Raphael was this day Sworn
… me James Call Esq. Mayor in the Presence of me
…es Taylor Register. —

James Taylor

M. Call
Mayor

Before the King's Ordinary Mayor's Court at Madraspatnam

Between Yedool Cawn Attorney to Saull Bibby Proponent and Hawkim Cawn and Caudor Cawn Opponents

On the Part and Behalf of the Opponents

Depositions of Witnesses taken in this Matter by and before the Register of the said Court as follows.—

Jaga Naigue of Madraspatnam formerly a Persian Writer to Mr David Haliburton aged 24 years or thereabouts being on this 9th day of August in the year of Our Lord 1780 produced as a Witness on the part of the Opponents, notice of whose Examination having been this day given to Messrs Charles Baker and James Grierson Proctors for the Proponent being duly Examined Deposes as follows.—

1st To the First Interrogatory this Deponent saith, he knows Yedool Cawn in the Title of these Interrogatories named, and has so known him two years or thereabouts— This Deponent does not know Saull Bibby in the Title of these Interrogatories named— This Deponent knows Hawkim Cawn and Caudor Cawn in the Title of these Interrogatories named, and has so known them one year or thereabouts.—

10th To the Tenth Interrogatory this Deponent saith, that about Eight Months ago this Deponent met Yedool Cawn in the Title of these Interrogatories named at the Court House, where the Sessions were then holding, when the said Yedool Cawn told this Deponent that the said Hawkim Cawn and Caudor Cawn were in possession of the Original Carvanah of the Fort of Coonamallee, and that in case they should give it to this Deponent to make a Copy thereof, he desired this Deponent to Steal the Original and bring it to him, and Promised to reward this Deponent for his trouble— upon which this Deponent observed to the said Yedool Cawn, in case of this Deponent being found out, they would complain to the Justice, and he would not be able to get his Bread— the

to Steal the Original and bring it to him, and Promised to reward this Deponent for his trouble— upon which this Deponent observed to the said Yedool Cawn, in case of this Deponent being found out, they would complain to the Justice, and he would not be able to get his Bread— the

said Yedool Cawn said, that after he Stole the Paper if he was to go

1267

Correctly with his request the said Yedool Cauve Thevar desired his Sd
not to make it public, and Wherefore this Deponent saith not to know
last Interrogatory

Saga Naigue was Reproached before me Robert Ewing
Esqre Mayor in the presence of me James Taylor Register
this 21st day of Sept: 1786 the contents having been first
explained to him by Soobaroyam Cauve Interpreter

James Taylor
Regr

Robt Ewing
Mayor

Before the Kings Ordinary
Mayors Court at Madraspatnam

Between Yedool Cauve Attorney to
Saull Bibby Deponent and Hamb
Cauve and Candoo Cauve Opponents
Part and Behalf of the Opponents
how in this Matter to and before the

Depositions of Witnesses
Register of the said Court as follow

Teagapeer of Madraspatnam Hawker a
this 21st day of July in the Year of Our Lord 17
Opponents notice of whose Examination having
Baker and James Grierson Proctors for the Prop
Deponent as follows.

1st To the First Interrogatory this Dep
Cauve in the Title of these Interroga
not know if he is Attorney to Saull Bi
not know Saull Bibby - This Deponent
about four or five years - This Deponent
Cauve in the Title of these Interrogato
has so known them one year or thereab

11th To the Eleventh Interrogatory this Deponent
Sadasevan one of the Company's Peons, and this Deponent saith that
some time last year when the Europe Ships were here this Deponent

Forty years or thereabouts being
produced on the Part of the
on this Day given to & Sworn Clerk
duly Examined

and saith he knows Yedool
is named, but this Deponent do
Cauve in the Title of these Interrogatories Hamboire Cauve and Candoo
is named - and this Deponent saith he does know
was

was Standing in the Street near the Varanda of the house belonging to Mr. James Taylor opposite to the Court House, when this Deponent, who was at a little distance, overheard the said Yedoola Cawn desire the said Sadasevan the Compeany Peon to give Evidence on his behalf, that the opposite party were Slaves, This Deponent overheard them talking together on the subject for about Two Malabar hours, and this Deponent Heard the said Sadasevan refuse five or Six times, saying that he would not take his Oath and give false Evidence, after which the said Yedoola Cawn and Sadasevan both came to this Deponent, when Sadasevan asked this Deponent, if it was legal for him the said Sadasevan to take a false Oath in the Court, as the said Yedool Cawn had desired him - to which this Deponent replied, that it was not legal, after which this Deponent left them and went about his business, and more this Deponent saith not to this or the last Interrogatory.—

Seagapen was repeated before me Robert Ewing Esq.re Mayor in the Presence of me James Taylor Register this 13.th day of Sept.r 1786 the Contents having been first Explained to him by Soobaroyan Court Interpreter.—

James Taylor
Reg.r

Robt. Ewing
Mayor

Before the Kings Ordinary
Mayors Court at Madraspatnam

Between Yedool Cawn attorney to Lawll Bibby Proponent and —
Hawkirr Cawn and Cauder Cawn
Opponents.—

On the Part and Behalf of the Opponents—

Depositions of Witnesses taken in this Matter by and Before the Register of the said Court as follows.—

Paupah Chitty of Madraspatnam Merchant aged Thirty four years or thereabouts being on this 25.th day of August in the year of Our Lord 1786 produced as a Witness

on

on the Part of the Opponents notice of whose Examination having been this day given to Messrs. Charles Baker and James Grierson Proctors for the Proponents being duly Examined Deposes as follows.—

5th. . . . . To the First Interrogatory this Deponent saith, he does not know either the Proponent or the Opponents in the Title of these Interrogatories named.

12th. . . . . To the Twelfth Interrogatory this Deponent saith, he knows nothing of the Matters to which he is Interrogated by this Interrogatory, and more this Deponent saith not to this or the last Interrogatory.—

July 24th. 1787 - Paupiah Chetty was Sworn before Me James Call Esquire Mayor in the Presence of me James Taylor Register the Contents having been first explained to him by Ranganaden the Court Interpreter

James Taylor
Regr

Jas. Call
Mayor

I Lall Bibby at Present residing at Madras and Widow of Cajeim Cawn who is received into Mercy Do hereby declare That on account of my being a Woman, I have Constituted and appointed Yedell Cawn, the Son in Law of my aforesaid Deceased Husband my Vakeel ~ Mutluk or absolute Agent with full Powers and Authority, to receive the Thousand Pagodas from the Honble Company and to answer and Defend the Suit which is come forth in the Mayor's Court between me Hakim Cawn and Cauder Cawn and all other affairs belonging to me - I also agree to whatever the said Yedull Cawn shall represent or Answer in the affair of the above mentioned Suit for which purpose these few lines have been Written and given on my part as a Vakalutnamah or Power of Attorney - Written the 3.d of Jemmedy Ul Awel in the 1199.th year of the Hegyra Answering to the 15.th of March 1785 Christian Style -

Signed in Persian Character

Allum Cawn Witness

In Malabar Character a Signature said to be that of

Shuck Miran

O
The Mark of Lallbibby

I do certify the above to be a true Translation of the Original Seen by me

David Haliburton
Persian Translator

Examined and Carefully Compared with the Translation of the Original Persian Paper purporting to be a Power of Attorney delivered in the Honble the Mayor's Court at Madras this day and Attested to be a true Copy - The Original delivered up by Order of Court of the 6.th Day of November 1792 to Messrs Hall and Hamilton Proctors for the Proponent -

C Taylor

1772

Filed 16th Sept 1788

In the Honble the Mayors
Court at Madraspatnam

Between Yedool Cawn attorney to Laul
Bibby Proponent and Hawkim Cawn and
Cauder Cawn Opponents

Exceptions taken by the above named Opponents to the
Interrogatories and Depositions on the part and behalf of the above
named Proponent

First ... These Opponents do Except to the Additional Interrogatories or to
such part thereof with the Depositions taken thereto as have been
administered unto Shake Abdul Cauder because the said Shake
Abdul Cauder hath been examined on Original Interrogatories and
it is Contrary to the Rules of Practise to examine the same person on
Additional as well as Original Interrogatories

Second ... These Opponents do Except to the Exhibit A purporting to be a
Persian Letter from Sellam Cutta to Capsim Cawn the Administrator
of Sellam Cutloo and all Interrogatorys Administred and Depositions
taken thereon Because no Copy of such Exhibit A hath been
annexed to or otherwise Noticed in the Proceedings before had in this
Honble Court on behalf of the said Proponent and therefore it
appears to be new Matter and in no wise relating to the Merits of
the allegations now depending before this Honble Court nor is the
said Exhibit A dated Subscribed or Witnessed or hath any other
Mark of Authenticity except a Seal or Impression on the Cover
of the said Persian Letter which by the Judgments of David
Haliburton (the Persian Translator and one of the Witnesses
produced on the part of the Proponent) has been a good

1275

Cauder absconded from Madras without Signing and Swearing to
his Deposition taken thereupon

[illegible]

Depositions taken thereupon

Wherefore the said Opponents do Except to the before recited
Interrogatories and Depositions as illegal irregular and insufficient
to be read as Evidence at the hearing of the Matter in Dispute and
humbly pray that the same be over ruled and Set a side with Costs to
be paid by the Proponent

Lopham
Proctor for Opponents

Octr 1788

In the Honble the Mayors
Court at Madraspatnam

Between Yedool Cawn attorney to Laul
Bibby Proponent and Hawkim Cawn and
Cauder Cawn Opponents

Answer to the Exceptions taken by the abovenamed
Opponents to the Interrogatories and Depositions on the part
and Behalf of the abovenamed Proponent

In Answer to the First Exception this Proponent saith
that it is the Common Practice of the Courts of Chancery in England
as well as the Courts of Common Pleas to Examine the same
Person both upon the Original and Additional Interrogatories
and this Proponent is informed that the same Practice is
allowed in this Court and a Number of Precedents are upon

the

the Records of this Court where a Witness has been Examined on
Additional as well as Original Interrogatories.

nd — In Answer to the Second Exception this Proponent saith that the Exhibit Marked Letter A produced by this Proponent purporting to be a Persian Letter from Sellam Cauboo to Cajeen Cauun Her Brother in Law and Administrator and the Interrogatories Administered and Depositions taken thereon are good and such as the Opponents cannot Except to because this Proponent says that altho' a Copy of the said Exhibit hath not been annexed to or otherwise Noticed in this Proponents Allegations yet the said Exhibit does belong to the Matter in Controversy between this Proponent and the Opponents who Claim a preferable right to Letters of Administration to the Estate of the said Sellem Cauboo wherefore this Proponent says that it is no ways a new Matter or not relating to the Merits of the Allegation now depending before this Honble Court and this Proponent saith that as he could not have foreseen what might be contained in the Opponents Answer to this Proponents Allegations so as to come forward with the said Letter in their Allegations this Proponent could not have introduced the said Letter in any other mode than by making it part of his Interrogatories so as to bring it forward to a proof for the Ecclesiastical Court only Allegations and Answer are allowed previous to joining Issue of Course this Proponent could not have brought the said Letter in an earlier Stage than he has already done. —

Third ... In Answer to the Third Exception this Proponent Says — that the Original as well as the Additional Interrogatories Administred to the said Abdul Cauder the Depositions taken thereon are not any ways Exceptionable neither hath the said Abdul

Cauder

Cauder absconded from Madras without Signing and Swearing to his Deposition taken thereupon but the motive of the said Abdul Cauder for not Signing and Swearing to his Deposition was owing to his death which happened a few days after he had given his Deposition that previous to his Death this Proponent informed James Taylor the Register of this Court of his infirmity and the apprehension this Proponent was in of his death and beged the Register to attend upon him and take his Oath who promised to do so and in the enterim the said Abdul Cauder departed this life and this Proponent hopes this Honble Court will allow the said James Taylor, to be Examined Vivâ Voce at the hearing of this Matter in support hereof as also Mahomed Hosain and Mullong who carried the body of the said Abdul Cauder to be burried.—

Wherefore the said Proponent doth insist that the above mentioned Interrogatories and Depositions are Legal Regular and sufficient Evidence to be read at the Hearing of the Matter in dispute and humbly Craves that the said Exceptions may be over-ruled and sett a side with Costs to be paid by the Opponents.—

Chas. Baker

P. Spencer

Proctors Proponent

8th Novemr 1789

Before the Kings Ordinary in
the Honble the Mayors Court at
Madraspatnam

Between Hawkins Cawn and
Caudee Cawn Opponents against
Yedool Cawn Attorney to Saul Bibby
Proponent.

The Exception of the abovenamed Yedul Cawn
Attorney to Saul Bibby Proponent to the Exhibit dated
the First Day of September One thousand Seven hundred
and Eighty Seven

The above Proponent excepts to the above Exhibit as improper
irregular to be introduced in the Proceedings in this Matter the
same being foreign to the Matter in dispute and altogether inad-
missible and the admitting of such Paper will tend to deprive
this Proponent of the right of Cross examining such Witnesses as
would be brought to support it.

Wherefore the said Proponent doth Except to the
before Recited Exhibit as illegal, irregular and insufficient to be read
as Evidence at the hearing of the Matter in dispute and humbly pray
that the same be overruled and set aside with Costs to be paid
by the Opponents

Chas. Baker

P. Spencer

Proctors Propt.

Filed 20th January 1780.

1277

Before the King's Ordinary in the
Honble the Mayor's Court at Madraspatnam

Between Hawkim Cawn and Cauder
Cawn Opponents against Yadul Cawn
attorney to Laul Bibby Proponent

The Answer of Hawkim Cawn and Cauder Cawn
Opponents to the Exception of Yedool Cawn attorney to Laul
Bibby Proponent.

These Opponents answer and say that the Exhibit in
Question goes to the support of the Title of these Opponents Hawkim
Cawn and Cauder Cawn to the Estate of Chellumcottah as being
the Heirs of Abdulmeyah her adopted Son he the said Cauder
Cawn being the Son of Abdulmeyah and Haukim Cawn being
his Son in Law as having Married his Daughter Kerrimah.
The Exhibit therefore is not foreign to the Matter in Dispute and as
to the Cross examining of Witnesses as Stated by the Proponent in the
Exception no such Cross Examining can apply to this Exhibit,
because these Opponents never examined any Witnesses in
Chief thereunto, but delivered the same into Court on the Day of
passing Publication as an Exhibit to be read at the Hearing of
the Cause and to support the Title of these Opponents to the
Estate of the said Chellumcottah.

Wherefore these Opponents pray that the Exception
be thrown out with Costs to be paid by the Proponent. &c

S. Botham
Atty for Opponents

78

2d January 27th 1789

Before the Kings Ordinary in the
Horble the Mayors Court at
Madraspatnam

Between Hawkins Cawn and Cauder Cawn
Opponents and Yeddal Cawn Attorney to
Saul Bibby Proponent

Exception taken by the above named Opponents to the Additional Interrogatories and to the Exhibit E dated Twenty eighth August One thousand Seven hundred and Eighty six and to the Deposition produced on the part of the Proponent.

First. These Opponents do Except to the above Additional Interrogatories and Exhibit Marked E pretended to be a Translation of an Account of Birth of Children of Bahadar Cawn who is called the Father of Hussain Cawn and Cassim Cawn said to be taken and Written from the Persian Language in the first Folio of the Book Marked F and to the Interrogatories and Depositions of David Haliburton taken thereon Because no Copy of such Exhibit E hath been Annexed to the Allegations or otherwise Noticed in the proceedings before had in this Horble Court on behalf of the said Proponent and therefore it appears to be new Matter and not properly relating to the Matters contained in the Allegations now depending before this Horble Court nor is the said Exhibit E properly dated or Witnessed or its intent and purport explained on the face thereof so as to form Judgment how far it has any Relation to the Matters at Issue in this Cause before this Horble Court nor have these Opponents had an Opportunity of praying Oyer of or otherwise examining the said Original Book

whence the same is said to be taken and therefore they cannot form any Judgment how far the said Original Book is authentic or worthy of Credit— And these Opponents further Except to the said Exhibit as containing Multifarious Matter whereof one part is totally unconnected with the other the former part being said to be a Translation from a certain Book Marked F and the latter appearing to be the date of a Sunnud granted to Bahader Cawn Father of Hussain Cawn and Cassim Cawn.—

Wherefore the said Opponents do Except to the before recited Interrogatories Exhibit and Deposition as illegal, Irregular and Insufficient to be read as Evidence at the Hearing of the Matter in Dispute and humbly pray that the same may be Overruled and set Side with Costs to be paid by the Proponent.—

L. Popham

Proctor for Opponents

Filed 10th March 1789.—

Before the Kings Ordinary In the Honble Mayors Court at Madraspatnam.

Between Hawkim Cawn and Cauder Cawn Opponents and Yedool Cawn Attorney to Laul Bibby Proponent.—

The Answer of Yeddool Cawn Attorney to Laul Bibby Proponent to the Exceptions of Hawkim Cawn and Cauder Cawn Opponents.

This Proponent answereth [illegible]

Between Hawkim Cawn and Cauder Cawn Opponents and Yedool Cawn Attorney to Laul Bibby Proponent.—

The Answer of Yeddool Cawn Attorney to Laul Bibby Proponent to the Exceptions of Hawkim Cawn and Cauder Cawn Opponents.

This Proponent answereth and Saith that the Exhibit Marked E now in question

said Attorney obtained Letters of Administration from this Honble
Court to the Estate and Effects of the said Deceased Chellaven Canbo Wife
of the said Hussain Cawn the said Cassim Cawn Claimed as heir of
the Several Estates Lands and Villages of the Fort of Boonamalee as
having been the property of his said Deceased Brother Hussain
Cawn which Claim was refered to the Determination of his Highness
the Nabob Zulphacar Cawn Bahadar of Pelly who settles the Claim
and Granted an Order unto Hussain Cawn against Cassim Cawn
and declared that Cassim Cawn had no right to the Estate of the
said Hussain Cawn and Directed that he should be driven out
of the Place of Poonamally as by the Copy of the Translation of an Order
Marked C will appear this Proponent says that the said Exhibit
Marked C is dated so far back as the year One thousand Six hundred
and Eighty nine Christian era and Cassim Cawn was not born
until the year One thousand Seven Hundred and five of the same Era
of Course the Person mentioned in the said Parwanah or Order cannot
be the Person mentioned by the Opponents in their Allegations
neither is the Parwanah Marked C in the name of Hussain Cawn
the Brother of Cassim Cawn but in the name of Bahadar the Father
of Hussain Cawn and Cassim Cawn this Proponent further says that
the Letters of Administration was obtained by Cassim Cawn to the
Estate of Sellum Canbo in the year one thousand Seven Hundred
and Seventy nine the Opponents in their Allegations allege that
previous to the obtaining such Letters of Administration Cassim
Cawn Claimed a Share of the several Estates Lands and Villag
of the Fort of Poonamally as having been the Property of his sa
Deceased Brother Hussain Cawn which Claim was Refered

the

the Determination of his Highness the Nabob Zoolphacar Cawn Bahadar of Dilly who Settled the Claim and granted an Order to Hussain Cawn against Cassim Cawn and Declared that Cassim Cawn had no right to the said Estate of the said Hussain Cawn and directed that he should be drove out of the Place of Ponamallee this Proponent says that the very assertion of the Opponents in their Allegations contradicts the fact contained in the Parvanah and it appears that at the time the said Parvanah was Drawn that neither Hussain Cawn Cassim Cawn nor Sellum Cautoo were Existing of course Sellum Cautoo and Cassim Cawn could not have reformed their Claim to the Nabob Zoolphacar Cawn as is pretended by the Opponents and what is said on that Head by the Opponents is untrue and Erroneous and introduced with a Design of Misleading the Judgment of this Honble Court this Proponent saith that he could not have falsified what the Opponents introduced in their Answer without introducing the said Birth marked **E** being the Registry of the Birth of the said Hussain Cawn and Cassim Cawn therefore not new Matter as pretended by the Opponents this Proponent further saith that it is the Invariable Custom of those of his Cast and doubts not that it is the same with all other Natives not to Witness the Memorandums made by them of the Day of the Birth of their Sons of course it cannot be Expected in the Present case.

Wherefore this Exr Proponent Prays that the Exception be thrown out with Costs to be paid by the Proponent.

Stuart Hall for
Pullen Spencer

Extract from the Procedings of the King's Ordinary Held at the Town Hall on Friday the 3rd Day of July Anno Domini 1789.

Present

William Webb Esquire Mayor
James Call George Savage
Andrew Ross Robert Mitford and
James Sandon Aldermen!

In the Matter wherein Yedoal Cawn Attorney to Saull Bibby is Proponent and Hawkins Cawnard Saader Cawn Opponents Allegations of Yedoal Cawn Attorney to Saull Bibby with One Exhibit annexed Read
Answer with Exhibits Marked ABC and D annexed Read.
Interrogatories on the Part of the Proponent with Exhibit Marked A and A annexed Read.
Two Depositions N. 4 & 5 taken thereunto Read.

Exceptions N. 5 on the Part of the Opponents Read.
Answer thereto N. 6 Read. The Exceptions and Answer Coming on to be Argued and Determined this day in the presence of the Proctors on both sides and the Court having had due Consideration thereon doth think fit to Pronounce and doth accordingly Pronounce that the Depositions of Shake Abdul Cauder N. 10 and N. 22 be suppressed and that the Exhibit A N. 6 be allowed to be Read and it is further Ordered that the Costs be paid in proportion as the Exceptions are to the Letters &c. of the Proponent N. 6 Read.
Interrogatories on the Part of the Proponent N. 6 Read.
Depositions N. 7, 8, 9, 11, 12, 13 Read.
Depositions N. 7, 8, 9, 11, 12, 13 on the Part of the Proponent N. 15 Read.
Additional Interrogatories on the 23 Read.
Depositions N. 16, 17, 18, 19, 20, 21,

Exceptions of the Opponents No. 63 read.—
Answer thereto No. 64 Read.—

The Exceptions and Answer coming on to be Argued and Determined this Day in the Presence of the Proctors on both sides and the Court having had due Consideration thereon doth think fit to Pronounce and doth accordingly Pronounce that the Exceptions be Overruled with Costs.—

Additional Interrogatories on the part of the Proponent No. 24 Read.—
One Deposition taken thereunto No. 25 Read.—
Additional Interrogatories on the part of the Proponent No. 26 Read.—
One Deposition taken thereunto No. 27 Read.—
Additional Interrogatories on the part of the Proponent No. 28 Read.—
Four Depositions No. 29, 30, 31, 32 Read.—
Additional Interrogatories on the part of the Proponent No. 33 Read.—
Two Depositions No. 34 and 35 Read.—
Interrogatories on the part of the Opponent No. 36 Read.—
Three Depositions taken thereunto No. 37, 38 and 39 Read.—
Cross Interrogatories on the part of the Opponent No. 40 Read.—
One Deposition taken thereunto No. 41 Read.—
Additional Interrogatories on the part of the Opponent No. 42 Read.—
Fourteen Depositions taken thereunto No. 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55 and 56 Read.—
Exhibit on the part of the Proponent No. 57 Read—
Exhibit on the part of the Opponents No. 58 Read.—
Exceptions on the part of the Proponent No. 61 Read.—
Answer thereto No. 62 Read

The Exceptions and Answer coming on to be Argued and Determined this Day in the Presence of the Proctors on both Sides and the Court having had due Consideration thereon doth think fit to Pronounce and doth accordingly Pronounce that the Exceptions be held good and that the Opponents Hawkins Cawn and Candor Cawn be taxed with double Costs.—

The Matter in Dispute between the Proponent Yedool Cawn Attorney to Lauell Bibby and the Opponents Hawkins—

Cawn

Cawn and Cauder Cawn Corrington to be Argued and Determined this Day in the Presence of the Proctors on both sides and the Court having had due consideration thereon doth think fit to Pronounce and doth accordingly Pronounce that Letters of Administration to the Estate and Effects of Sellum Cautoo Deceased be granted to Yedoot Cawn Attorney to Saull Bibby Widow of Caysun Cawn Deceased and that Hawkins Cawn and Cauder Cawn do pay all Costs attending this Application and This Court doth further think fit to Pronounce and doth accordingly Pronounce that the Letters of Administration heretofore granted to Agapeury Thuddeus Calender as Attorney to Caysun Cawn alias Meah Saib to the Estate and Effects of Sellum Cautoo Deceased do Stand Revoked.

A True Extract

Extract from the Procedings of the King's Ordinary Held at the Town Hall on Tuesday the 20th Day of December Anno Domini 1791.—

Present

Andrew Ross Esquire Mayor

James Call William Webb

Josias DuPre Porcher John Milford

Henry Chichley Michell James Amos

Henry Readhead Bery[s]n Roebuck and

James Daly Alderman!

In the Matter wherein Yedool Cawn Attorney to Laull Bibby is Proponent and Hawkins Kawn and Cauder Cawn are Opponents

Letter from the Clerk to the Court of Appeals to the Register Read accompanying the Proceedings in this Matter and Setting forth that the Honble the Court of Appeals being of Opinion that an Appeal does not lie to them under the Charter from a Sentence of this Court in Matters of Ecclesiastical Jurisdiction.—

A True Extract

779

Filed the 27 Sept^r 5791 -

Know all Men by these Presents that I Swandah Chitty alias Coombro Chitty of Madras Inhabitant Son and Heir of Terrorumbala Chitty Coollapah Chitty late of the same place Merchant Deceased being now Eighteen years of age have Elected and Chosen and by these Presents do elect and Chuse Chitten Canagahah Chitty Ponnambala Chitty also of the same Place Merchant to be Guardian of my Person and Estate untill I shall attain the age of Twenty one years and Ido hereby promise to be ruled by him in all things touching my Welfare and Estate and Authorize and empower the said Chitten Canagahah Chitty Ponnambala Chitty on my behalf to apply for and procure Letters of Administration to the Estate and Effects of my said Father Terrorumbala Chitty Coollapah Chitty Deceased and the same to retain and keep during my said Minority and to enter upon take possession of and receive all manners of Houses Lands or other Estate whether real and personal whereunto I have or may have any right and Title for my use and Benefit during the aforesaid Term giving and hereby Granting unto the said Chitten Canagahah Chitty Ponnambala Chitty my full power in the said Premises and whatsoever he shall Lawfully do or Cause to be done in the premises by virtue hereof Ido hereby promise to Ratify and Confirm In Witness whereof I have hereunto Set my hand and Seal in Madras this Nineteenth Day of September in the year of our Lord one thousand Seven hundred and Ninety one.

/Signed/ Swandah Chitty Coombro Chitty LS

Signed Sealed and Delivered
where no Stamped Paper is to be had
in the Presence of
Sydahpettah Sawmy Chitty
Vencatachellum

True Translation as near as can be from the Malabar Language.

Pinganaudomy
Interpretor

Know all Men by these Presents, that I George Barclay Lieutenant in the Honourable East India Companys Military Establishment on the Coast of Coromandel do hereby make and constitute this my last Will and Testament I leave and bequeath to Lucy Barclay now residing in Ganjam and in Case of her Death to Mrs. John Tyrell of the same place (excepted four Rupees per month to be paid to the mother of the said Lucy Barclay) all and whatever Money Goods or other valuables which I may die possessed of And I do hereby constitute and appoint Thomas Snodgrass and James Richardson Esqrs. of Ganjam the Executors of this my last Will and Testament In witness whereof I have hereunto set my hand and Seal this eleventh Day of April in the year of our Lord one Thousand Seven hundred and Ninety one, in the Garrison of Trechinopoly.

Geo Barclay

Maitland
James Leith } Witnesses

This is to Certify that this is the Paper which messrs. Snodgrass & Richardson attested to believe to be the last Will and Testament of the late Lieut. Geo Barclay before us on the 7 September 1791. —

H Crawford

Edward Hare

Examined Compared and Carefully Collated with the Original Will proved in the Honble the Mayors Court at Madraspatnam and attested to be a true Copy. —

By the Mayors Court at Madraspatnam

L. S.

Be It Known to all Men that on the Sixteenth Day of August Anno Domini One thousand Seven hundred and Ninety one the last Will and Testament of George Barclay late a Lieutenant in the Honble East India Companys Service Deceased was exhibited read and proved before this Court and Administration of all and Singular the Goods Chattels and Credits to the said Deceased in any wise belonging was and is hereby Committed to Messrs. Thomas Snodgrass and James Richardson the Executors in the said last Will named being first Sworn well and truly to administer the same and to pay the lawful Debts of the said deceased and the Legacies in the said Will contained as far as the Goods Chattels and Credits of the said Deceased shall extend and the Law oblige and also to exhibit into this Court a true and perfect Inventory of all and Singular the Goods Chattels and Credits on or before the Seventh Day of March next ensuing and to render into this Court a true and Just Account of all the Effects of the said Deceased on or before the Seventh Day of September which will be in the year of our Lord one Thousand Seven hundred and Ninety Two Given under the Seal of the said Court and under the Hand and Seals of Josias Dupre Porcher Esquire Mayor of Madraspatnam and of Mr. Henry Readhead one of the aldermen of Madraspatnam this Twenty Ninth Day of September 1791 -

Mayors Court

G. Taylor Regr.

Jos. DuPré Porcher Mayor of Madraspatnam

L. S.

H. Readhead One of the aldermen of Madraspatnam

L. S.

783

Copy of Oath Administered to Messrs Thomas Snodgrass & James Richardson on the 7th Day of September 1791 –

You Swear that you believe this to be the Last Will and Testament of George Barclay Deceased and that you are the Executors therein named and that you will faithfully Execute the said Will by paying Debts and Legacies so far as the said Effects will extend and the Law will Oblige you and that you will Cause all the said Effects to be appraised and make a true and perfect Inventory of them at or before the Seventh Day of March next ensuing and likewise a true and just account of this your Executorship at or before the Seventh Day of September which will be in the year of our Lord one Thousand Seven hundred and Ninety Two

So help you God

In the Name of God Amen

I Thomas Lord Surgeon in the Service of the Honble East India Company desirous that my Estate may as justly be disposed of to the benefit of my Survivors as the present times gives me opportunity of recollecting Do will and bequeath to Catharina my Servant such monthly allowance as my Executors hereafter mentioned may judge necessary for her decent support having at all times behaved herself worthy of my Esteem during her natural Life I also give to the eldest Son of the said Catharina one Thousand Pagodas to be disposed of for his Sole benefit as my Executors may judge most prudent. And to her Youngest Son I give the Sum of Five Hundred Pagodas to be disposed of in like manner. The residue of my Fortune to my mother during her life and the reversion of the whole to be equally devided between my Brother The Revd Henry Lord and my youngest Sister Mary Lord

of Northian in the County of Sussex—
Lapsoint William Dicksin Esq^r Captain
Robert Crother and Lieutenant Orton any Sole
Executors holding them in the highest Esteem
for virtue and Honor—

Witness
J Lord
Thos Beckett

Sep^r 30th 1790
Camp Shawoor

Jos^h Mayde

Examined Compared and Carefully Collated with the Original Will proved in the Hon^ble the Mayor's Court at Madrashatnam and attested to be a true Copy.—

By the Mayors Court at Madraspatnam

L. S.

Be It Known to all Men that on the Twenty Seventh Day of September Anno Domini One thousand Seven hundred and Ninety one the last Will and Testament of Thomas Lord late a Surgeon in the Service of the Hon^ble East India Company Deceased was exhibited oread and proved before this Court and Administration of all and Singular the Goods Chattels and Credits to the said Deceased in any wise belonging was and is hereby—

Mayors Court

Committed to Captain Robert Crother one of the Executors in the said Last Will named being first Sworn well and truely to administer the same, and to pay the lawfull Debts of the said Deceased and the Legacies in the said Will contained, as far as the Goods Chattels and Credits of the said Deceased shall extend and the Law oblige, and also to exhibit into this Court a true and perfect Inventory of all and Singular the said Goods Chattels and Credits on or before the Twenty Seventh Day of March next ensuing and to render into Court a true and just Account of all the Effects of the said Deceased on or before the Twenty Seventh Day of September which will be in the year of our

Lord one Thousand Seven hundred and Ninety Two Reserving a Power of granting the like right of Executorship to the other Executors in the said Will named when they shall appear and apply for the same Given under the Seal of the said Court and under the Hands and Seals of Josias Dupre Porcher Esquire Mayor of Madraspatnam and of Mr Henry Readhead one of the Aldermen of Madraspatnam this Twenty Ninth Day of September 1791 —

G. Saylorz
Regr.

Jos. DuPre Porcher
Mayor of
Madraspatnam
L.S.

H.r Readhead.
One of the aldermen
of Madraspatnam
L.S.

Copy of Oath Administered to Captain Robert Crofter on the 27th Day of September 1791 —

You Swear that you believe this to be the Last Will and Testament of Thomas Lord Deceased and that you are one of the Executors therein named and that you will faithfully Execute the said Will by paying Debts and Legacies so far as the said Effects will extend and the Law will oblige you and that you will cause all the said Effects to be appraised and made a true and perfect Inventory of them at or before the Twenty Seventh Day of March next ensuing and likewise a true & Just Account of this your Executorship at or before the Twenty Seventh Day of September which will be in the year of our Lord One Thousand Seven hundred and Ninety Two

So help you God

The Mayors Court at Madraspatnam

L.S. To Streenewasiah Rungiah Son & Heir to Trivengadiah Brahminy Deceased

Send Greeting

Whereas the said Trivengadiah Brahminy dyed lately Intestate and after his Death Administration of all & Singular the Goods Chattels and Credits of the said Deceased was Committed and Granted to Streenewasiah Brahminy who after he had he had taken Letters of Administration of the Goods Chattels and Credits of the said Deceased is also dead leaving Several Goods Chattels and Credits of the said Deceased most fully Administered We therefore desirous that the goods Chattels and Credits of the said Deceased Unadministered so as aforesaid be well and truly Administered and disposed of, and that the Credits of the said Deceased be demanded and received and all his just Debts paid as far as the Goods Chattels and Credits shall extend and the Law oblige Do hereby relying on your Fidility Commit to you the Administration of all and Singular the Goods Chattels and Credits to the said Deceased in any wise belonging being first Sworn well and truly to Administer the same and also to exhibit into this Court a true and perfect Inventory of all the said Goods Chattels and Credits on or before the Twenty first Day of March next insuing and to render into this Court a true and just Account of all the Effects of the said Deceased on or before the Twenty first day of September which will be in the year of our Lord one Thousand Seven hundred and Ninety Two And we do by these Presents appoint you Administrator of all and Singular the said Goods Chattels and Credits Given under the Seal of the said Court and under the Hands and Seals of Josias DuPre Porcher Esquire Mayor of Madraspatnam and of Wm Henry Readhead one of the Aldermen of Madraspatnam this Twenty Ninth Day of September Anno Domini 1791.

Mayors Court

Jos DuPre Porcher Mayor of Madraspatnam (L.S.)

H. Readhead One of the aldermen of Madraspatnam (L.S.)

G. Taylor

Copy of Oath Administered to Streenewasiah Rungiah On the 21.st Day of September 1791.—

You Swear that you believe Trivengadiah Braminy Dyed without making any Will that you are Son and Heir to the said Deceased and that you will faithfully Administer his Effects which were left Unadministered by Streenewasiah Braminy Deceased by paying Debts so far as the said Effects shall extend and the Law will oblige you and that you will Cause all the said Effects to be appraised and make a true and perfect Inventory of them at or before the Twenty first Day of March next ensuing and likewise a true and just Account of this your Administratorship at or before the Twenty first Day of September which will be in the year one thousand Seven hundred and Ninety Two.

So help you God —

The Mayors Court at Madraspatnam

L. S.

To Streenewasiah Rungiah Brother and Heir to Streenewasiah Braminy Deceased

Send Greeting

Whereas the said Streenewasiah Braminy having Departed this Life Intestate We desirous that the Goods Chattels and Credits of the said Deceased be well and truly Administered and disposed of and that the Credits of the said Deceased be demanded and received and all his just Debts paid, as far as his Goods Chattels and Credits shall extend and the Law oblige Do hereby relying on your Fidelity Commit to You the Administration of all and Singular the Goods Chattels and Credits to the said Deceased in any wise belonging being first Sworn well and truly to administer the same and also to exhibit into this Court a true and perfect Inventory of all the said Goods Chattels and Credits on or before the Twenty first Day of March next ensuing and to render into this Court a true and just Account of all the Effects of the said Deceased on or before the Twenty first Day of September which will

Mayors Court

be in the year of our Lord One thousand Seven hundred and Ninety Two And we do by these Presents appoint you Administrator of all and Singular the said Goods Chattels and Credits Given under the Seal of the said Court and under the Hands and Seals of Josias Dupre Porcher Esquire Mayor of Madraspatnam and of Mr. Henry Readhead one of the Aldermen of Madraspatnam this Twenty Ninth Day of September Anno Domini 1791 -

Mayor of
Jos: Dupre Porcher
Madraspatnam

L. S.

Taylor Regr.

One of the aldermen
Hy Readhead
of Madraspatnam

L. S.

Copy of Oath Administered to Streenivasiah Pungiah on the 21st Day of Septr 1791 -

You Swear that you believe Streenivasiah Braminy Dyed without making any Will that you are Brother and Heir to the said Deceased that you will faithfully administer his Effects by paying Debts so far as the said Effects shall extend and the Law will Oblige you and that you will Cause all the said Effects to be appraised and make true and perfect Inventory of them at or before the Twenty first Day of March next ensuing and likewise a true and Just Account of this your Administratorship at or before the Twenty first Day of September which will be in the year of our Lord One Thousand Seven hundred and Ninety Two

So help you God. -

789

The Mayors Court at Madraspatnam

L.S. To Palavay Sabaubady Moodelly Administrator to the Estate and Effects of Palavay Tragarayah Moodelly Deceased a Mortgage Bond Creditor to the Estate and Effects of Covoor Mootiah Moodelly Deceased.

Send Greeting

Whereas the said Covoor Mootiah Moodelly having Departed this Life Intestate We desirous that the Goods Chattels and Credits of the said Deceased be well and truly administered and disposed of and that the Credits of the said Deceased be demanded and received and all his just Debts paid as far as his Goods Chattels and Credits shall extend and the Law Oblige Do hereby relying on your Fidelity Commit to you the Administration of all and Singular the Goods Chattels and Credits to the said Deceased in any wise belonging being first Sworn well and truly to administer the same and also to exhibit into this Court a true and perfect Inventory of all the said Goods Chattels and Credits on or before the Eighth Day of March next ensuing and to render into this Court a true and just Account of all the Effects of the said Deceased on or before the Eighth Day of September which will be in the year of our Lord one Thousand Seven hundred and Ninety Two And we do by These Present appoint you Administrator of all and Singular the said Goods Chattels and Credits Given under the Seal of the said Court and under the Hands and Seals of Josias Dupre Porcher Esquire Mayor of Madraspatnam and of Mr Henry Readhead one of the aldermen of Madraspatnam this Twenty Ninth Day of September Anno Domini 1791.

Mayors Court

G Taylor Regr

Jos. Dupre Porcher Mayor of Madraspatnam L.S.

H.y Readhead One of the aldermen of Madraspatnam L.S.

Copy of Oath Administered to Palaway Sabaubady Moodelly Administrator to the Estate and Effects of Palaway Teagaroyah Moodelly Deceased on the 8th Day of Septr 1791.—

You Swear that you believe Covroor Mootiah Moodelly Died without making any Will that you are a Mortgage Bond Creditor to the said Deceased that you will faithfully Administer his Effects by paying Debts so far as the said Effects shall extend and the Law will oblige you and that you will Cause all the said Effects to be appraised and make a true and perfect Inventory of them at or before the Eighth Day of March next ensuing and to render into this Court a true and just account of this your Administratorship at or before the Eighth Day of September which will be in the year one thousand Seven hundred and Ninety Two So help you God

Filed the 11 Octr 1791.—

Whereas John Everest late of Calcaud in the East Indies Deceased made his Will in Writing and therein and thereof made Manuel Martinz a Colonel in the Service of His Highness the Nabob of the Carnatic and Thomas Leighton a Captain in the Service of the Honourable Company of Merchants of England trading to the East Indies His Executors Now Know all Men by these presents that I Manuel Martinz one of the Executors aforesaid for divers good Causes and Considerations thereunto especially moving do by these Presents absolutely and fully renounce the said Executorship and by these presents I do Constitute and appoint Robert Williams one of the Proctors of the Mayors Court of Madraspatnam my true and Lawfull Proctor for me and in my name to appear before the said Court, Then and there to pay this my Renunciation to be admitted hereby Ratifying and Confirming all and whatsoever my said Proctor shall do or cause to be done in the said premisses In Witness whereof I have set my hand and Seal this 23d Day of September One thousand seven hundred and ninety One.—

Signed Sealed and delivered at Ramnad in the East Indies where Stamped Paper is not in use in the presence of—

M Martinz L.S.
John Knippel
Wm Hamilton

In the Name of God Amen I Edward Lavor of Madras Shopkeeper being very Sick and weak in Body, but of perfect Mind and Memory thanks be to God calling unto mind the Mortality of my Body Knowing that all Men must die do make and Ordain this my last Will and Testament. That is to say first of all I recommend my Soul to Almighty God that gave it and my Body to the Earth to be buried in a decent Christian manner, and as touching my Worldly Estate I give, demise and dispose of the same in the following manner and Form.

First..... I give and bequeath unto my Brothers Samuel Lavor and William Lavor and my Sister Rosanna Lavor of South Petherton in Somerset Shire in England the whole of my Property Debts due to me and every thing that belongs to me at my death after paying my just debts excepting the sum of thirty Star Pagodas which I will and Bequeath to Mrs Rebecca Macleod for the great attention she paid to me in my Sickness and the Sum of Five Pagodas which I will and bequeath to my Tamy Kuch Annachy for her Strict attention to my business during my Sickness. And I do constitute make and Ordain Messrs James Watts and George Rannats of Madras Executors of this my last Will and Testament hereby utterly revoking all Wills by me heretofore made, ratifying and Confirming this and no other my last Will and Testament in Witness Whereof I have hereunto Set my hand and Seal the 17th Day of August 1791.

Signed Sealed and Delivered where no Stampt Pay was to be had in the Presence of us.

Geo Sackville
James Monro
John Balfour

E Lavor L. S.

"Endorsement on the Back of the Will"

The Last Will & Testament of Mr Edward Lavor

Examined Compared and carefully Collated with the Original Will Proved in the Honble the Mayors Court at Madraspatnam and attested to be a true Copy.

Mayors Court

By the Mayors Court at Madraspatnam

L. S.

Be It Known to all Men that on the Twenty third Day of August Anno Dominii One Thousand Seven hundred and Ninety One the last Will and Testament of Edward Lavor Deceased was exhibited read and proved before this Court and Administration of all and Singulas the Goods Chattels and Credits to the said Deceased in any wise belonging was and is hereby Committed to James Watts one of the Executors in the said Last Will named being first Sworn well and truely to administer the same and to pay the Lawfull Debts of the said Deceased and the Legacies in the said Will Contained as far as the Goods Chattels and Credits of the said Deceased shall extend and the Law oblige, and also to exhibit into this Court a true and perfect Inventory of all and Singular the said Goods Chattels and Credits on or before the Eleventh Day of April next ensuing and to render into this Court a true and Just Account of all the Effects of the said Deceased on or before the Eleventh Day of October which will be in the year of our Lord one Thousand Seven hundred and Ninety Two Probate of the Last Will and Testament of the said Deceased having been granted to George Reynolds the other Executor in the said Will named on the Third Day of September last Given under the Seal of the said Court and under the Hands and Seals of Josias Dubré Porcher Esquire Mayor of Madraspatnam and of Mr. Henry Readhead one of the Aldermen of Madraspatnam this Twenty First of October 1791.—

G Taylor
Regr

Jos Dubre Porcher
Mayor of
Madraspatnam
L S

Hy Readhead
One of the aldermen
of Madraspatnam
L S

793

Copy of Oath Administered to James Watts on the 11th Day of October 1791 –

You Swear that you believe this to be the Last Will and Testament of Edward Savor Deceased that you are one of the Executor therein named and that you will faithfully Execute the said Will by paying debts and Legacies so far as the said Effects will extend and the Law will oblige you and that you will Cause all the said Effects to be appraised and make a true and perfect Inventory of them at or before the Eleventh Day of April next ensuing and likewise a true and Just account of this your Executorship at or before the Eleventh Day of October which will be in the year of our Lord one Thousand Seven hundred and Ninety Two

So help you God

The Mayors Court at Madraspatnam

L. S.

To Chittin Canagapah Chitty Ponnambala Chitty Guardian Lawfully Assigned to Sevanda Chitty alias Coombro Chitty a minor Son of Ferroviemballa Chitty Coullapah Chitty Deceased Send Greeting

Whereas the said Ferroviemballa Chitty Coullapah Chitty having Departed this Life Intestate We desirous that the Goods Chattels and Credits of the said Deceased be well and truly Administered and disposed of and that the Credits of the said be demanded and received and all his just Debts paid as far as his Goods Chattels and Credits shall extend and the Law oblige Do hereby relying on your Fidelity Commit to you the Administration of all and Singular the Goods Chattels and Credits to the said Deceased in any wise belonging being first Sworn well and truly to administer the same and also to exhibit into this Court a true and perfect Inventory of all the said Goods Chattels and Credits on or before the Eleventh Day of April next ensuing and to render into this Court a true and Just account of all the Effects of the said Deceased on or before the

Mayors Court

be in the year of our Lord one Thousand Seven hundred and Ninety Two And we do by these Presents appoint you Administrator of all and Singular the said Goods Chattels and Credits for the use and benefit of the said Minor and Untill he shall attain the age of twenty one Years Given under the Seal of the said Court and under the Hands and Seals of Josias Dupre Porcher Esquire Mayor of Madraspatnam and of Mr. Henry Readhead one of the Aldermen of Madraspatnam this Twenty First Day of October Anno Domini 1791 -

G Taylor
Reg.

Jos Dupre Porcher — Mayor of Madraspatnam L.S.

H Readhead — One of the aldermen of Madraspatnam L.S.

Oath Administered to Chetten Canagapah Chitty Ponnambala Chitty on the 11th Day of October 1791 -

You Swear that you believe Terroorumballa Chitty Coollapah Chitty died without making any Will that you are Guardian to Sivandah Chitty Alias Coomboo Chitty Son and Heir to the said Deceased that you will faithfully administer his Effects by paying Debts so far as the said Effects shall extend and the Law will oblige you and that you will Cause all the said Effects to be appraised and make a true and perfect Inventory at or before the Eleventh Day of April next ensuing and likewise a true and just Account of this your Administratorship at or before the Eleventh Day of October which will be in the year one Thousand Seven hundred and Ninety Two

So help you God

Filed 25th October 1791 -

Extract from the Proceedings of the Kings Ordinary Held at the Town Hall on Tuesday the 18th Day of October Anno Domini 1791 -

Present

Mr James Call Senior Alderman
Andrew Ross and Benjn Roebuck
Aldermen

In the Matter wherein Frances Swain Ward is Proponent and George Reynolds is Opponent relative to the Estate of Mary Ward Deceased -

Mr. John White Proctor for the Proponent prays leave to Decline acting his Client not having furnished him with Money to take out Copies of the Depositions in this Matter— Ordered Accordingly unless Cause be Shewn to the Contrary by next Court Day and it is further Ordered that the Proctor do Serve his Client with a Copy of this Minute of which Service Affidavit is to be made

A True Extract

In The Honble the Mayor's Court at Madraspatnam

In the Matter wherein Francis Swain Ward is Proponent and Gurge Reynolds is Opponent relative to the Estate of Mary Ward Deceased—

The Affidavit of Thomas Ives one of the Serjent of this Honble Court

The above named Deponent maketh Oath and saith that he did on the Twenty Second Day of this present month of October Personally Serve the above named Proponents with a Copy of the within Extract of this Honourable Court

Sworn in Court this
25th day of October 1791.—

Thos Ives

G Taylor Regr.

Filed 25th October 1791. — Madras 30th March 1786

Inventory of the Effects belonging to the Estate of the late Johannes Caldar Deceased in the Armenian Language found among the Papers of the late Sett Aviet Deceased one of the Executors named in the last Will and Testament of the said Deceased taken in the Presence of Messrs Jacob Aratoon Marcar Caldar & Aratoon Cachatoor.

15 Pcs China Damaged Gauz belonging to Mr. Moorad Ellias —
35 Ditto Chints belonging to Mootu Chitty —
5 Ditto Blue Handks
6 Ditto Cambrick Handks belonging to Mootu Chitty —
4 Dr. Course Quinchy —
87 Ditto Chints belonging to Kistnamah Chitty —
12 Ditto White border Handks belonging to Mootu Vencata Chitty
2 Ditto fine Chints belonging to Nisnapah —
1 Escritore —
3 Pcs fine Chints —
1 Small Scales in a Box —
2 Pcs Coarse Long Cloth —
1 Ditto Flowered Baddalah —
1 Ditto Painted Sash —
2 Ditto Muslins
1 Ditto Jacktoor
1 Small Box Contains some false Stones —
19 Rolls of Gold Thread —
16 Old and New Books —
3 Razors —
2 Small Armenian Books —
1 Small Looking Glass with Paper Box —
2 Knives & Forks —
1 Small Brass Padlocks —
12 Brass Pearl Strainers —
1 Small Brass Padlock —
1 Rosary of Ivory Beads —
1 Barber Box —
87 Packet Books 2 Large & 5 Small
1 Pcs Leather —
30½ Pcs Brown Red Handks
2 Pcs Black Sattin
1 Ditto Gold Flowered Muslin
12 Ditto Muslin different Colours —
4½ Ditto Sattin Ditto ... Ditto —
2 Ditto Striped Lustrings —
½ Ditto Flowered Sattin —

795

Mr. John White Proctor for the Proponent prays leave to Decline acting his Client not having furnished him with Money to take out Copies of the Depositions in this Matter— Ordered Accordingly unless Cause be Shewn to the Contrary by next Court Day and it is further Ordered that the Proctor do Serve his Client with a Copy of this Minute of which Service Affidavit is to be made

A True Extract

In The Honble the Mayor's Court at Madraspatnam

In the Matter wherein Francis Swain Ward is Proponent and George Reynolds is Opponent or relative to the Estate of Mary Ward Deceased—

The Affidavit of Thomas Ives one of the Serjeant of this Honble Court

The above named Deponent maketh Oath and saith that he did on the Twenty Second Day of this present month of October Personally Serve the above named Proponents with a Copy of the within Extract of this Honourable Court

Sworn in Court this
25th day of October 1791.—

Thos Ives

G Taylor Regr.

Filed 25th October 1791. — Madras 30th March 1786

Inventory of the Effects belonging to the Estate of the late Johannes Caldar Deceased in the Armenian Language found among the Papers of the late Sett Aviet Deceased one of the Executors named in the last Will and Testament of the said Deceased taken in the Presence of Messrs Jacob Avatoon Marcar Caldar & Avatoon Cachatoor.

15 Pcs China Damaged Gauz belonging to Mr. Moorad Ellias.—
35 Ditto Chints belonging to Mootu Chitty—
5 Ditto Blue Handks
6 Ditto Cambrick Handks belonging to Mootu Chitty—
4 Do. Course Quinchy—
17 Ditto Chints belonging to Kistnamah Chitty—
12 Ditto White border Handks belonging to Mootu Vencata Chitty
2 Ditto fine Chints belonging to Niranjah—
1 Ecrutore—
3 Pcs fine Chints—
1 Small Scales in a Box—
2 Pcs Coarse Long Cloth—
1 Ditto Flowered Baddalah—
1 Ditto Painted Sash—
2 Ditto Muslins
1 Ditto Jachtoor
1 Small Box Contains some false Stones—
19 Rolls of Gold Thread—
16 Old and New Books—
3 Razors—
2 Small Armenian Books—
1 Small Looking Glass with Paper Box—
2 Knives & Forks—
1 Small Brass Padlocks—
12 Brass Pearl Strainers—
1 Small Brass Padlock—
1 Rosary of Ivory Beads—
1 Barber Box—
17 Packet Books 2 Large & 5 Small
1 Pcs Leather—
30½ Pcs Brown Red Handks
2 Pcs Black Sattin
1 Ditto Gold Flowered Muslin
12 Ditto Muslin different Colours—
4½ Ditto Sattin Ditto . . Ditto
2 Ditto Striped Lustrings—
½ Ditto Flowered Sattin.—

16 Pcs Bengal Gooladar
1 Do Border Handkfs
1/2 Ditto . . Ditto Masulipatam
3 Ditto painted Sash
1 Small piece of Lace
2 . . . Do Masulipatam Handkfs 11 Coonjams
1 . . . Do Bengal Shaman Boolbool
1 . . . Do Company's Collary
1 . . . Do Guinghams
1 . . . Do Nankin
1 . . . Do Chints
1 . . . Do Painted Guilt Chint for Coat
2 . . . Do Handkfs to type Ladys Cloaths
1 . . . Do Palampore
1 Chest contains the above mentioned Articles
1 Small Barber Box
37 Pcs Chint and one Bundle Barber Towels Europe Fashion
27 Do Quanch Shay in one Bundle
57 Ditto Chappah Handkfs 37 Red & 20 Green belonging to Mr. Moses
171 Pcs Cachuck in a Bundle.

Contains in a Chest as follows

68 Pcs Cootanys
103 Do Jollys } 171
3 Pieces Chappa Handkfs
1 Ditto Osangshay
3 Ditto Sarrya Sarry } in a Bundle
1 Double Catty of Tea

191 Pcs Contains in a Chest as follows

37 Pcs Chappa Handkfs
10 Ditto Cotanys
54 Ditto Red Sarrys
7 Ditto painted Sash
1 Ditto Handkfs
5 Ditto Barnby
1 Ditto Corras
12 Ditto Sattin Billong
1 Ditto Challa
25 Ditto Childrens Doutys
10 Ditto . . . Ditto Small
7 Ditto . . . Ditto Large
16 Ditto Damaged Chints
5 Small Purses Contains some Ceylon Stones
5 Hangers with Pistols
10 Muskets Old & New
3 Hillysalls
3 Old Pistols
103 Old and new Locks

1 Small Box with false [illegible] Flints and Lead Balls —
11 Large and Small Books of the Armenian & English Languages
1 Black Wood Cane —
1 Small Box Contains Pearls Weights
1 Brass Scale —
5 Rolls of 5 or 6 Sorts of Silk
5 Ditto Europe Sort Ditto —
1 Chest belonging to Elias Minas and his Son Contains as follows. —

15 Pcs Sachick with Gold Thread
11 D°. . . . . D°. . . Ditto } belonging to Elias Minas
8 Ditto plain . . . . . .
8 Ditto painted 9 Madras Handk.s 1st Sort
6 Ditto . . . . Ditto . . Ditto . . Ditto } belonging to Elias Minas —
5 Ditto Coloured Nankin . . . . . .

2 Pieces Moorees
25 Chints . . . . . } belonging to Moorad Elias —
2 Ditto Ditto . . . .

1 Bundle Papers and a Sealed Packet belonging to Elias 9 Minas
1 Ditto as follows. —
5 pcs. Sachick Gold Thread belonging to Aratoon Joseph
1 Jacket 1 Shirt & 1 Breeches belonging to Elias 9 Minas
1 Trunk Contains as follows —
700 Pagodas ready 9 Money
1 Purse false Cylon Stones
3 Ditto . . . . Goniet
2 pc. Stones for Seal
15 Cylon Stones in a Paper —
7 False Stones
18 Cylon Stones
103 Brute Cylon Stones
882 Ditto . . . . Ditto in a Bundle
112 Silver large and Small Stones
1 Small Box contains Small Corals and false Stones
1 Ditto . . . . Ditto different Sorts of Small false and precious Stones
1 Ditto melted Silver and false Stones

1576
1 Small Brass Box —
2 Rings with false Stones —
2 Gold Chain
4 —
1 Small Box contains as follows —
9 Coins of different Sorts —
5 Annalor